


LYON & TURNBULL
AUCTIONEERS SINCE 1826

AWANT GARDEN

26TH OCTOBER 2023
LIVE IN **LONDON**
& ONLINE



Front cover
Lot 39 [detail]

DAVID NOONAN
UNTITLED, 2011

This page
Lot 32 [detail]

NED VENA
UNTITLED, 2012

The background of the entire image is a complex, abstract pattern of fine, concentric lines. These lines are arranged in a way that creates a sense of depth and movement, resembling a series of nested rectangles or a grid that has been slightly offset or warped. The lines are a light brown or tan color, contrasting with the darker brown background. The pattern is symmetrical along both the horizontal and vertical axes, with a central point where the lines intersect.

AVANT GARDE

ART FROM **1890** TO **NOW**

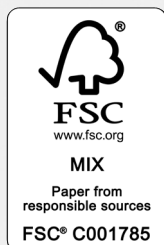
Il hiver sans l'herbe
et sans l'eau
c'est quelque chose de très
triste pour les petits
oiseaux





Lot 17 [detail]

SLAVKO KOPAČ
GRAFFITI, 1949



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Sale Number **LT764**

Above
Lot 47 [detail]

SAM TAYLOR-JOHNSON
FIVE REVOLUTIONARY
SECONDS (MAQUETTE), 1995

EXHIBITION & VIEWING

Mall Galleries,
The Mall, London, SW1

Tuesday 24th October - 1pm-5pm
Wednesday 25th October - 10am-5pm
Thursday 26th October - 10am-5pm

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AVANT GARDE

ART FROM **1890** TO **NOW**

THURSDAY 26 OCTOBER 2023
AT 6PM

BUYER'S GUIDE

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The buyer shall pay the hammer price together with a premium, at the following rate, thereon:

26% up to £20,000
25% from £20,001 to £500,000
20% thereafter.

VAT will be charged on the premium at the rate imposed by law (see our Conditions of Sale at the back of this catalogue).

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- ‡ Reduced rate of 5% import VAT payable on the hammer price
- Ω Standard rate of import VAT on the hammer price

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More information on Droit de Suite is available at www.dacs.org.uk

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- 1 - Government issued photo ID (Passport/Driving licence)
- 2 - Proof of address (utility bill/bank statement).

By registering for the sale, the buyer acknowledges that he or she has read, understood and accepted our Conditions of Sale (available at the back of every catalogue and on our website).

CATALOGUE DESCRIPTIONS

All item descriptions, dimensions and estimates are provided for guidance only. It is the buyer's responsibility to inspect all lots prior to bidding to ensure that the condition is to their satisfaction. Our specialists will be happy to prepare condition reports and additional images. These are for guidance only and all lots are sold 'as found', as per our Conditions of Sale.

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Purchased items will be available to collect from Mall Galleries on Saturday 28th October from 10am until 3:30pm. Following the auction, the works will be divided, with works belonging to Scottish buyers/vendors being stored at Lyon & Turnbull, 33 Broughton Place, Edinburgh EH1 3RR, and works belonging to international or rest-of-UK buyers/vendors moving to Stephen Morris Shipping, 15 Ockham Drive, Greenford, UB6 0FD. Tel 0208 832 2222. Open 9am – 5pm by prior appointment only.

Please ensure payment has been made prior to collection. This can be done online, by cheque, bank transfer or in person at our office - details will be shown on your invoice. Please note we are unable to take payments over the phone, and we are unable to accept payments in cash.

ITEMS MARKED ‡ (ADDITIONAL VAT)

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Items will be available to collect from Mall Galleries on Saturday 28th October from 10am until 3:30pm. Following this, items will be moved to Stephen Morris Shipping where they can be collected from Wednesday 1st November. They will be stored free of charge until Wednesday 15th November. From Thursday 16th November, clients will be charged by our storage partners. Insurance 0.25% (all items) | Smalls (paintings and objects) - £2.50 admin fee then £1.00 per day. Large or furniture pieces - £5.50 admin fee then £2.50 per day. Stephen Morris Shipping, 15 Ockham Drive, Greenford, UB6 0FD. Tel 0208 832 2222. Open 9am – 5pm by prior appointment only.

EDINBURGH LOT COLLECTION

Scottish buyers and vendors items will be available to collect from Thursday 9th November at 9am from Lyon & Turnbull, 33 Broughton Place Edinburgh EH1 3RR. All collections must be by appointment only (this applies to both carriers and personal collections). Please book appointments by email at info@lyonandturnbull.com or telephone 0131 557 8844.

MEET THE **SPECIALISTS**

At Lyon & Turnbull we want to make buying at auction as easy and enjoyable as possible. Our specialist team are on hand to assist you, whether you are looking for something in particular for your home or collection, require more detailed information about the history or current condition of a lot, or just want to find out more about the auction process.



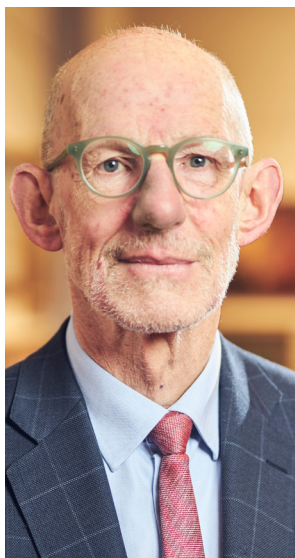
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This second edition of *Avant Garde: Art from 1890 to Now* follows many of the same paths as our inaugural outing back in April this year. The opening lots of the sale are themselves from the beginnings of European Modernism, where, of course, the use of the term *avant-garde* in relation to art first came into use: works such as Henri-Edmond Cross's beautiful, freely-executed watercolour of a pine tree and a classic German Expressionist drawing by Ernst Ludwig Kirchner. These early experiments in Modernism, from the first decades of the 20th century are balanced by a group of contemporary works from the first decade of the 21st, by artists such as Alex da Corte, David Noonan and Sam Falls, who are still practitioners of note today. Together they bracket what is a very strong group of works by some of the most important British artists of the mid-20th century – Keith Vaughan, Henry Moore, Cedric Morris, Graham Sutherland and Alan Davie – which in turn is complemented by graphics and works on paper by some of their European peers.

Again, one of the key aspirations of the sale is to 're-discover' artists who, for one reason or another, have been overlooked, such as the British Minimalist painters Alan Green and Peter Joseph and the American multimedia artist Susan Hiller, whose practise was influential on a number of artists coming up in Britain through the late 1980s and early 90s. As such it feels apposite to have Sam Taylor Johnson's *Five Revolutionary Seconds (Maquette)* – an icon of the early (more conceptual) phase of the YBA movement – in dialogue with Hiller's major piece, *Gatwick Suite* – a work that seems to prefigure the likes of Gillian Wearing and Shirin Neshat (who came to prominence at the same time as the YBAs). Yet Hiller's piece is also a work that seems to speak directly to today's world, in particular to the dislocation and tragedy of the migrant crisis.

We're also delighted to be able to include in the sale works from the Estate of Colette Morey de Morand – both paintings by Colette herself and by her great friend and confidante, Paula Rego. This is a friendship that takes us back to London in the 1980s, an era that is finally being recontextualised and reappraised, as a key tipping point between the Modern and Post-Modern, the old industrial world and a new digitised service economy.

We have sought out works that speak to the major movements and shifts in art in the 20th and 21st centuries, as artists sought to make something different to that which went before, to be *avant-garde*. And as ever, we have included works for what they say, rather than what they're worth. That being said, the sale includes some major works, not least Cedric Morris's masterpiece, *Crisis* from 1938, which hasn't been seen in public for over 50 years. It is a work that is undeniably Modernist, in its use of colour and texture to create something that has its own physical presence, creating a world within itself, within the confines of the canvas, that feels more real than real. This is painting not just to be looked at, but also felt, and in this Morris, arguably, taught Lucian Freud everything he knew. And for me, this physical, visceral quality is also what the *avant-garde* is all about.

Simon Hucker

Senior Specialist

Modern & Contemporary Art - London

Head of Sale - *Avant Garde: Art from 1890 to Now*

Left

Lot 8 [detail]

KEITH VAUGHAN

SEATED MAN, C.1937-38





Left

Lot 7 [detail]

HENRY MOORE O.M., C.H.
STANDING MOTHER AND
CHILD, 1975

1

HORACE BRODZKY (AUSTRALIAN 1885-1969)
ANARCHIST (SELF-PORTRAIT), 1914

signed *H Brodzky* in pencil (lower left); also initialled in block
 (upper right)

woodcut on wove paper

14cm x 9.5cm (5 1/2in x 3 3/4in) [image];

23cm x 21.5cm (9in x 8 1/2in) [sheet]

Provenance

Private Collection, London, acquired c.1980s and thence by descent

£500-700





2

HENRI-EDMOND CROSS (FRENCH 1856-1910)**UN PIN EN BORD DE MER, C.1905**signed *HE.C* in pencil (lower left)

watercolour and pencil on paper

22cm x 15.5cm (8 5/8in x 6 1/8in)

Provenance

Alexander Schick, Berlin

Christie's, Paris, *Art Impressioniste et Moderne*, 21 May 2008, lot 27 (as *L'arbre*)

Stephen Ongpin Fine Art, London, where acquired by the present owner, 2010

This work will be included in the forthcoming supplement to the *catalogue raisonné* of watercolours by Henri-Edmond Cross, being prepared by Patrick Offenstadt, number 23.05.31/857.

£3,000-5,000

3

ERNST LUDWIG KIRCHNER (GERMAN 1880-1938)**UNTITLED (STANDING FIGURE)**

ink on paper

25cm x 15cm (9 7/8in x 5 7/8in)

Provenance

Marlborough Fine Art, London

Private Collection, London

£1,500-2,500

4⁵**GINO SEVERINI (ITALIAN 1883-1966)****ARLECCHINO, 1965**

signed in pencil (lower right) and numbered 70/80 (lower left)

colour lithograph on wove paper

38cm x 28.4cm (15in x 11 1/4in) [image]; 64.5cm x 46cm

(25 1/4in x 18in) [sheet]

Provenance

Henry Moore O.M. and thence by family descent

£300-5005^{5†}**MARINO MARINI (ITALIAN 1901-1980)****GIOCOLIERE, 1951 (GUASTALLA L32)**signed *Marino* (lower left)

lithograph in colour

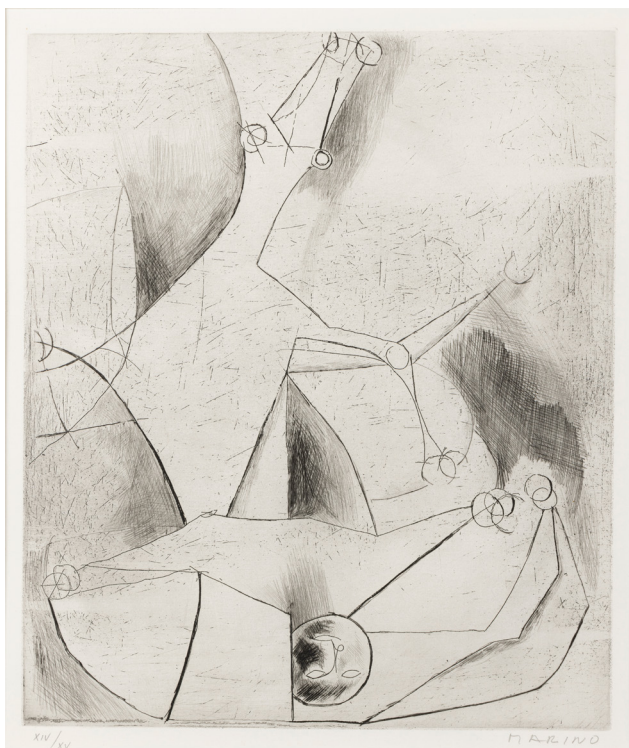
Proof aside from the edition of 200

48.5cm x 32cm (19in x 12 1/2in) [plate]

Provenance

The Artist

Gifted by the above to the British Consul in Florence,
from whom acquired by the present owner**Literature**Giorgio and Guido Guastalla, *Marino Marini: Catalogue
ragionato dell'Opera grafica (Incisioni e Litografie) 1919-
1980*, Edizioni Graphis Arte, Livorno, 1990, no. L32,
illustrated in black & white, pp. 144 and 234**£400-700**

6^s**MARINO MARINI (ITALIAN 1901-1980)****IL GRIDO (THE SHOUT), 1962 (GUASTALLA A69;****IL MIRACOLO (THE MIRACLE), 1951 (GUASTALLA A38)***Il Grido (The Shout)*, signed *Marino* in pencil (lower right) and numbered 59/65 in pencil (lower left), etching;*Il Miracolo (The Miracle)*, signed *Marino* in pencil (lower right) and numbered XIV/XV in pencil (lower left), etching and drypoint, (2)

35.6cm x 29.8cm (14in x 11 3/4in) [plate]

53cm x 43cm (20 7/8in x 16 7/8in) [sheet] each

Provenance

Private Collection, UK

LiteratureGiorgio and Guido Guastalla, *Marino Marini: Catalogue ragionato dell'Opera grafica (Incisioni e Litografie) 1919-1980*, Edizioni Graphis Arte, Livorno, 1990, no.A69, repr. pp.54 and 207 and no.A38, repr. pp.41 and 203**£1,000-1,500**

“ I think a sculptor is a person who is interested in the shape of things. A poet is somebody interested in words; a musician is someone who is interested in or obsessed by sounds. But a sculptor is a person obsessed with the form and shape of things and it's not just the shape of any one thing, but the shape of anything and everything..., every shape, every bit of natural form, animals, pebbles, shells, anything you like are all things that can help you make a sculpture.

And for me, I collect odd bits of driftwood – anything I find that has a shape that interests me – and keep it around in that little studio [Moore's maquette studio] so that if any day I go in there, or evening, within five or ten minutes of being in that little room there will be something that I can pick up or look at that would give me the start for a new idea. ”

Henry Moore, quoted in
John Hedgecoe, *A Monumental Vision - The Sculpture of Henry Moore*, 1998, p.30

7^s

**HENRY MOORE O.M., C.H.
(BRITISH 1898-1986)**

STANDING MOTHER AND CHILD, 1975

signed *Moore* and numbered 5/9 (to the base)

bronze

Number 5 from the edition of 9

22.9cm x 8cm x 7.6cm (9in x 3 1/8in x 3in)

Provenance

Michael Jones Esq.

Masterworks Fine Art, Inc., Oakland CA, where acquired
by the present owner in July 2009

Literature

Alan Bowness (ed.), *Henry Moore, Sculpture and Drawing, Volume 5: 1974 - 1980*. Henry Moore Foundation, in association with Lund Humphries, London, 1983, LH 683, illustrated in black & white (another cast), p.27

£40,000-60,000



Oils by Keith Vaughan from the 1930s are scarce to the market and indeed scarce by nature. This poised and elegant painting is one of only a handful to have become available in the last decade and as such offers a rare opportunity for collectors.

When *Seated Man* was painted, Vaughan was employed as a layout designer at Lintas Advertising Agency, still slowly working up to taking the leap to become a full-time artist, but as yet only able to draw and paint in his spare time.

For Vaughan, the 1930s were a decade punctuated by weekends with friends at the beach in Pagham, West Sussex and formative inter-war trips to Germany, as well as a solo trip to Paris in 1937 – the latter enabling him to nurture his admiration for Cézanne and Picasso. In *Seated Man* we can clearly see the impact of the latter's Neo-Classical period of the 1920s – in the solidly rendered form, the pared back palette and the almost chalky surface, that adds a sense of the figure being sculpted as much as painted. As in Picasso's 1922 work *Woman by the Sea*, Vaughan places his nude male in a starkly empty landscape. The resultant image is airless and surreal, where time stands still.

In 1938, around the time this work was created, Vaughan began to write his highly intimate (and now renowned) journals charting his psychological struggles as a homosexual man in an era in which it was illegal to be gay. *Seated Man* seems rich with subtext – on the surface an homage to his Parisian masters and an expression of the artist's own professional ambitions, yet beneath a deep, existential meditation on queer identity in Britain in the 1930s, a portrait of isolation.

Seated Man is an important early manifestation of the latent eroticism that famously permeates Vaughan's oeuvre; the charged and often troubled subtext that has brought a whole new generation of admirers to Vaughan's work. As Malcolm Yorke noted in his 1990 book, *Keith Vaughan: His Life and Work*, 'the ochre flesh and white, brown and blue colour range' are a hint of things to come and this painting's significant place in the story of Vaughan's early career was further cemented by its inclusion in the 2012 Vaughan retrospective at Pallant House Gallery, Chichester.

8^s

KEITH VAUGHAN (BRITISH 1912-1977)

SEATED MAN, C.1937-38

signed (verso)

oil on board

48cm x 38.5cm (19in x 15 1/8in)

Provenance

Beaux Arts, London, 1989

Private Collection, London

Exhibited

Pallant House Gallery, Chichester, *Keith Vaughan - Romanticism to Abstraction*, 10 March -10 June 2012

£30,000-50,000



AN ARTIST PLANTSMAN: *CRISIS* BY CEDRIC MORRIS

Crisis of 1938 by Cedric Morris is a *tour de force* allegorical painting in which the artist combined his two great passions - birds and flowers - to comment on European politics in the lead up to World War Two. It reveals the remarkable ornithological and horticultural knowledge on which his reputation as an outstanding artist plantsman is based and is infused with the optimism and humour for which he is remembered to this day. *Crisis* was acquired from Morris by his friends, the advertising executive Robert 'Bobby' Bevan and his wife, the artist Natalie Bevan and has not been seen in public since 1968.

When Morris applied the date '-38' to the still wet impasto at the lower left of the painting, he was enjoying an especially favourable period in his life. Following his birth in Swansea, an unorthodox training in Paris and Cornwall and the meeting of his life partner, the artist Arthur Lett-Haines in 1918, Morris established an international exhibiting career in the 1920s. Solo exhibitions included those held in Rome, London and The Hague, whilst his work was included in group shows in New York, Pittsburgh and the Venice Biennale.

Morris's London studio was filled with living animals, birds and plants and he was known to paint with a rabbit or macaw on his shoulder. His subject matter reflected a love of the countryside nurtured since childhood and it is therefore little surprise that, despite being key figures in the capital's avant-garde art world, Morris and Lett-Haines moved to The Pound farmhouse in Higham, Suffolk in 1929.



Cedric Morris with Rubio the Macaw and Arthur Lett-Haines, Pound Farm, Suffolk, c.1930, unknown photographer. Tate: Bequeathed by Joan Warburton 1996 © Estate of Cedric Morris. All rights reserved 2023 / Bridgeman Images. Photo: Tate



Natalie and Bobby Bevan in the 1950s, Private Collection

Crisis was painted during the heyday of the artists' decade at The Pound. As Hugh St. Clair has explained 'for a gardener previously used to growing things in small pots and tins' the two acres of garden 'offered the possibility of making a beautiful, romantic garden where woodcocks swooped in winter and nightingales sang on summer evenings.' Moreover, Richard Morphet has described 'The Pound's unusual combination, in the 1930s, of idyll with hard work and exuberant entertainment.' In 1937, Morris and Lett-Haines established the now celebrated East Anglian School of Painting and Drawing in nearby Dedham.

Despite his base in the countryside, Morris maintained an international outlook and *Crisis* is a profound statement on the deepening political crisis in Europe. It could refer to the May Crisis of 1938 and / or the Munich Agreement of September of that year. Lett-Haines's involvement with the Anglo-German Society, founded in 1931 to encourage understanding between the two nations by way of cultural exchange and Morris's deep concern for the economic plight of his birth nation also informed his political stance.

In an image of extraordinary complexity, colour and energy, a cast of birds and flowers is gathered around a central tree-like plant with red rose hips based on *Rosa moyesii* (as identified by David R. Mitchell). Richard Morphet has explained that *Crisis* 'represents a tree, on and around which perch birds of various sizes, which he intended to



SIR CEDRIC MORRIS (BRITISH 1889-1982)**CRISIS, 1938**

signed and dated (lower left)

oil on canvas

92.5cm x 122.5cm (36 1/2in x 48 1/4in)

Provenance

Acquired directly from the Artist by Bobby and Natalie Bevan and thence by descent to the present owner

£150,000-250,000

stand for leading European politicians of the day.; tantalisingly the artist has seemingly left no record by which to identify them.

However, such was Morris's knowledge of birds and flowers that even with his bold simplification of form and confident, thickly-loaded brushstrokes, many of them are recognisable. The UK's smallest bird, the shy Goldcrest whose Latin name means knight or king, is perched at the top. Down the central trunk can be seen a male Bullfinch, a Lesser Spotted Woodpecker and at its base, a Green Woodpecker. On the left are a Yellowhammer, Linnet, a Chiffchaff or Willow Warbler and a Nuthatch. On the right are perched another Yellowhammer and a Hawfinch, which gazes directly at the viewer. Each bird is depicted in a different pose and imbued with its own character and at times humour, from the inquisitiveness of the Nuthatch to the stateliness of the Lesser Spotted Woodpecker. Some are songbirds and several are associated in folklore with hope, courage and renewal.

The flowers in *Crisis* – living, not cut – are rendered with similar affection and intimate understanding. The six-petalled pink flower has been identified as a Crinum or Jersey Lily, the latter associated with pride and beauty. In the language of flowers, the yellow Evening Primrose at the lower left represents inconstancy, whilst the crocuses at the lower centre signify 'my best days are past'. The yellow Verbascum at the lower right represents health, wisdom and good nature. They are all late Summer or early Autumn flowering suggesting the period when Morris created the painting.

The extraordinary directness of *Crisis*, based on 'reality rather than realism' as Richard Morphet has argued, is one of the qualities of Morris's work that had the most impact on Christopher Wood and Lucian Freud. Morris had met the former by 1923 and Hugh St. Clair has detailed how Morris's work in Brittany encouraged Wood to paint there himself. Freud enrolled at the East Anglian School of Painting and Drawing in 1939 and the relationship between teacher and pupil was so close that in 1981 he recalled: 'Cedric taught me to paint and more important to keep at it...I have always admired his paintings and everything about him.' (as related by Jane Waymark).

Such was the importance of *Crisis* that Morris sent it for inclusion in the *1939 International Exhibition of Paintings* at the Carnegie Institute, Pittsburgh, by which point World War Two had begun. In 1940, he, Lett-Haines and their school moved to Benton End, where

Exhibited

Carnegie Institute, Pittsburgh, *The 1939 International Exhibition of Paintings*, 19 October - 10 December 1939, no. 138, illustrated in catalogue, pl. 122
National Museum of Wales, Cardiff, *Cedric Morris Retrospective*, 16 June - 29 July 1968, no. 54; touring to The Minories, Colchester, November 1968

Literature

Gwynneth Reynolds and Diana Grace (eds), *Benton End Remembered: Cedric Morris, Arthur Lett-Haines and the East Anglian School of Painting and Drawing*, Unicorn Press, Norwich, 2017, illustrated in colour p. 66.

Morris's attention shifted from easel to garden and he became an award-winning horticulturalist.

Bobby and Natalie Bevan first met Morris and Lett-Haines in the late 1920s. Bobby was the son of the Camden Town Group painter Robert Polhill Bevan and became Chairman of the advertising agency S.H. Benson Ltd. Natalie was a painter, ceramicist and muse to several leading modern British artists, not least Mark Gertler. They married in 1946 and moved to Boxted House, Boxted in 1947, some twelve miles from Benton End.

Along with Morris and Lett-Haines, the Bevans were central figures in the post-war cultural renaissance of East Anglia. They were generous patrons of the visual arts and equally generous hosts at Boxted House, in which their important collection was displayed. Works by artists including Paul Cézanne, Walter Sickert and Henri Gaudier-Brzeska competed for space on its walls. The collection has been celebrated in various exhibitions, mostly recently a touring show which began at the Scottish National Gallery of Modern Art, Edinburgh in 2008.

The Bevans acquired *Crisis* and its companion piece *Yalta* of 1945, for the collection which Bobby established at Bensons. Although ostensibly a vegetable still life, Richard Morphet has explained that *Yalta* was named after the conference held that year to agree the partition of Europe, with Stalin, Roosevelt and Churchill represented by peppers and carrots. It was from Bensons that *Crisis* was lent to Morris's 1968 retrospective exhibition at the National Museum of Wales, Cardiff. Ownership of selected Benson collection works later passed to Bobby, including *Crisis* and Gertler's *Portrait of the Artist's Mother* of 1924, now in the National Galleries of Scotland.

Crisis stands as testament to Morris's profound love of birds and flowers, his remarkable skills as a painter and colourist and a distinctive engagement with politics. It was created during a key period in his life and career and was acquired by dear friends and champions of his work. Its emergence into the public realm after five decades affirms his position as one of the leading British artists of the twentieth century.

Our thanks are due to Peter Brownless, Emma Nicolson and David Knott, Royal Botanic Garden, Edinburgh, Toby Jacobs, David R. Mitchell, Curator, Muddy Feet Consulting and to Caitlin Street and David Raffle, Scottish Ornithologists' Club for their help with our research.



10^s**KEITH VAUGHAN (BRITISH 1912-1977)****TWO FIGURES**

signed K.V. with Estate stamp (lower right)

pencil on paper

28cm x 20.3cm (11in x 8in) [sheet]

Provenance

The Estate of the Artist

Wenlock Fine Art, Much Wenlock, where
acquired by the present owner**£700-1,000**11^s**HENRY MOORE O.M., C.H. (BRITISH 1898-1986)****SEATED WOMAN - SHELL SKIRT, 1960**signed *Moore* and numbered 1/12; also stamped with NOAK
BERLIN foundry mark

bronze with gold brown patina, on a stone base

From the edition of 12, plus 2 artist's proofs

16cm x 7.5cm x 8.2cm (6 1/4in x 3in x 3 1/2in) excluding base

Provenance

Acquired directly from the Artist by Sir Stephen and Lady Spender

Their Estate sale, Sotheby's, London, *20th Century British Art*, 25 May
2011, lot 7, where acquired by the present owner**Literature**Alan Bowness (ed.), *Henry Moore Sculpture and Drawings, Volume
3: 1955-1964*, Henry Moore Foundation in association with Lund
Humphries, London, 1965, LH459, p.28, illustrated in black & white,
pl.97 (another cast)**£30,000-50,000**



12^s**EDWARD BURRA (BRITISH 1905-1976)****THE PROCESSION**signed *E J Burra* with Estate stamp (upper right)

pencil and watercolour on paper

63.5cm x 48cm (25in x 19in)

Provenance

The Estate of the Artist

Their sale, Sotheby's, London, 3 July 2002, lot 256, where acquired by the present owner

£4,000-6,000

13^s

**GRAHAM SUTHERLAND O.M.
(BRITISH 1903-1980)**

**PATH THROUGH A FIELD, WYE
VALLEY, 1953**

signed and dated in pencil (lower right)
watercolour and gouache

64.2cm x 24.5cm (25 1/4in x 9 5/8in)

£7,000-10,000



Alan Davie once noted: 'Painting is a continuous process which has no beginning or end. There never really is a point in time when painting is NOT'. This sentiment remained his guiding principle across a career spanning over 70 years. Difficult to pin-down as an artist, he worked across disciplines throughout his life: as well as exhibiting his paintings and printmaking internationally, he also designed and made jewellery, wrote poetry and performed as a professional musician, most notably as a jazz saxophonist, but also as a cellist and pianist. Davie felt that all these interests and outputs supported and evolved across each other, rather than existing as distinct entities.

Davie was equally as diverse in the sources of his inspiration, seeking it across space and time. He, like many artists of his generation, had a specific interest in Jungian ideas of the 'collective unconscious', aiming to paint without thought and consideration and to utilise symbols that had recurred across time periods and distance, a method similar to that of improvisation in jazz. Yet, as was so concisely put in the artist's obituary published in *The Guardian*, 'the miracle was that out of an eclectic art that was part Celtic, part tribal Hopi, part Hindu or Jain or Tibetan Buddhist, part African and part pre-Columbian, with a hint of William Blake, there came painting of power and individuality.'

Despite such wide-ranging influences and inspirations, Davie's art is always unmistakably his and this is particularly clear in an example like the present work. *Flutter by Night* dates from 1962, an interesting moment in Davie's artistic life. With the benefit of hindsight and the awareness of the longevity of his career, it feels like a relatively early work but is in fact from a period in which he had already gained significant momentum as an artist. It follows his visit to the USA in 1956 where he exhibited (with the ground-breaking Catherine Viviano Gallery) and also met artists including Willem de Kooning, Robert Motherwell, Jackson Pollock and Mark Rothko. It also follows a significant retrospective at the Whitechapel Gallery in London in 1958. Another retrospective took place at the Stedelijk Museum in Amsterdam, in the same year as this painting was made. It is easy to feel a sense of this inspiration and energy in *Flutter by Night*; expressive and energetic, the gestural brushwork and bright colour break their way through the swathes of grey. Davie was said to have developed his understanding of the role of the artist from Paul Klee: 'he neither serves nor rules – he transmits.' In *Flutter by Night* Davie succeeds in this quest, his painterly improvisation viscerally conveying his vigorous vision, reaching across time and space all the way out to reach us, in the here and now.

14 ⁵†

ALAN DAVIE C.B.E., R.A., H.R.S.A. (BRITISH 1920-2014)

FLUTTER BY NIGHT, 1962

signed, titled, dated and inscribed *Opus O.445* (verso)

oil on canvas

122cm x 152.4cm (48in x 60in)

Provenance

Gimpel Fils, London, where acquired by Mrs Charles Benenson, August 1963
Gimpel Fils, London, where acquired by the present owner, November 2007

Literature

Alan Bowness, *Alan Davie*, Lund Humphries, London, 1967, cat. no.381,

£15,000-25,000



15^s

**WILLIAM GEAR R.A.
(BRITISH 1915-1997)**

UNTITLED, 1947

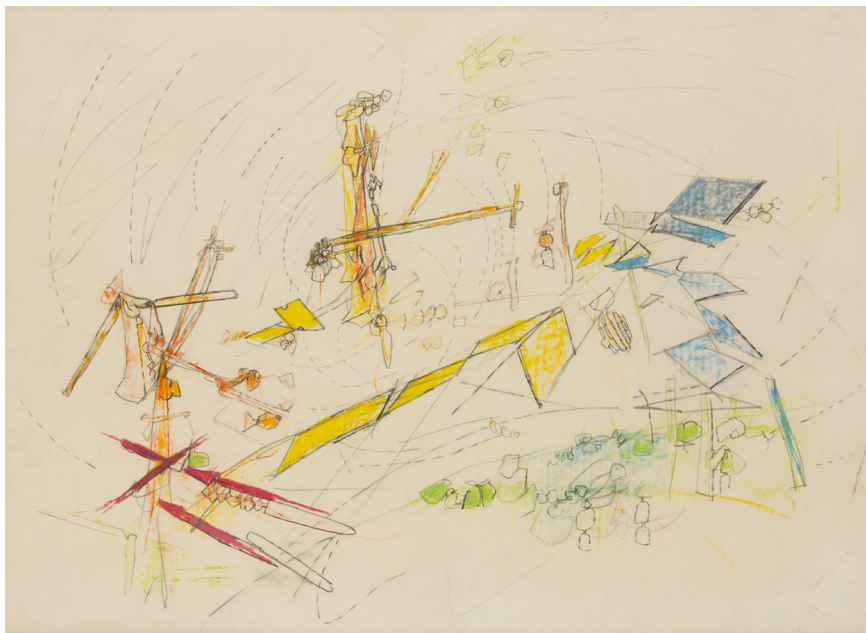
signed and dated (lower right)
watercolour, ink and crayon on paper
27cm x 43cm (10 3/4in x 17in)

Provenance

Karl & Faber Kunstauktionen, Munich,
Auction 287: Preuss Collection, 6 December
2018, lot 1126

Gwen Hughes Fine Art, London, where
acquired by the present owner, 2021

£3,000-5,000

16^s

**ROBERTO MATTA
(CHILEAN/ITALIAN 1911-2002)**

ARMIDON, C.1961

signed and titled in pencil
pencil and crayon on paper laid on canvas
49.5cm x 64cm (19 1/2in x 25 1/4in)

Exhibited

Gimpel Fils, London, *Matta*, March 1965,
cat.no.23

Gimpel Fils, London, *Works on Paper*,
February - March 1976

Gimpel Fils, London, *A Cabinet of Drawings,
Prints & Inuit Carvings*, 19 November 1986 -
10 January 1987

Gimpel Fils, London, *Roberto Matta
Sculptures*, 23 June - 24 July 1999, cat. no.9

£3,000-5,000



17^s

SLAVKO KOPAČ
(CROATIAN/FRENCH 1913-1995)
GRAFFITI, 1949

signed, titled and dated *Paris 49* (verso)

oil on canvas

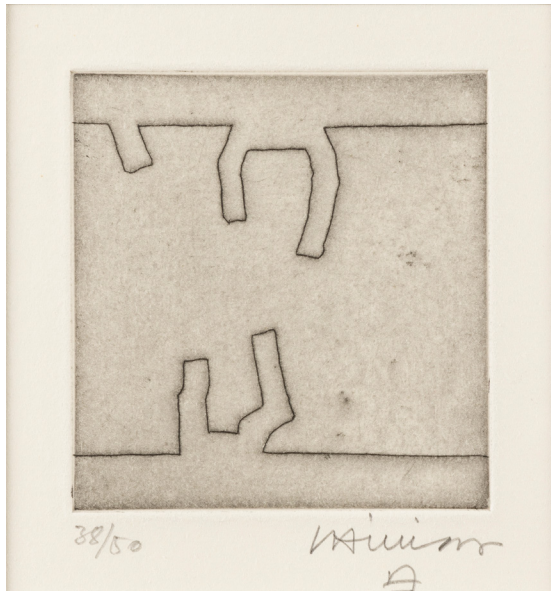
54cm x 73cm (21 1/4in x 28 3/4in)

Provenance

Galerie d'Art International, Paris, 1984

Waddington Galleries, London

£5,000-7,000

18st**EDUARDO CHILLIDA (SPANISH 1924-2002)****ZE I - QUE, 1969 (KOELEN 69016)**

signed in pencil (lower right) and numbered 38/50 (lower left)

etching on Chiffon de Mandeure paper

Edition of 50, plus approximately 14 Artist's Proofs

Printed by Arte Paris

Published by Maeght Éditeur, Paris

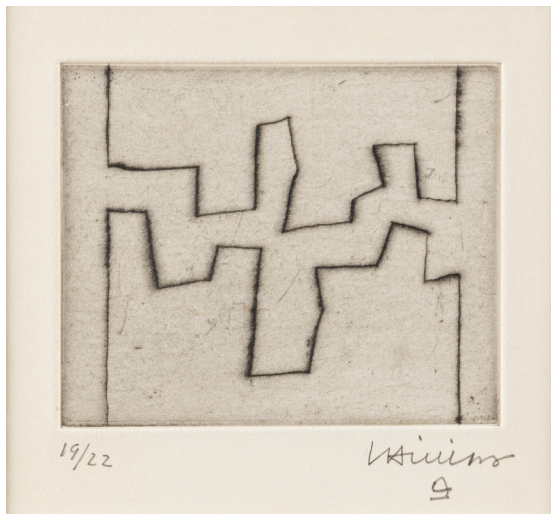
8.8cm x 8.3cm (3 1/2in x 3 1/4 in) [plate]; 38.5 x 31cm (15 1/4in x 12 1/4in) [sheet]

Provenance

Private Collection, UK

LiteratureMartin van der Koelen et al., *Eduardo Chillida - Opus P1: Catalogue Raisonné of the Graphic Works*, Chorus Verlag, Mainz, 1999, cat. no. 69016

£800-1,200

19st**EDUARDO CHILLIDA (SPANISH 1924-2002)****ZE II - QUE, 1969 (KOELEN 69017)**

signed in pencil (lower right) and numbered 19/22 (lower left)

etching on Chiffon de Mandeure paper

Edition of 22, plus some Artist's Proofs

Printed by Arte Paris

Published by Maeght Éditeur, Paris

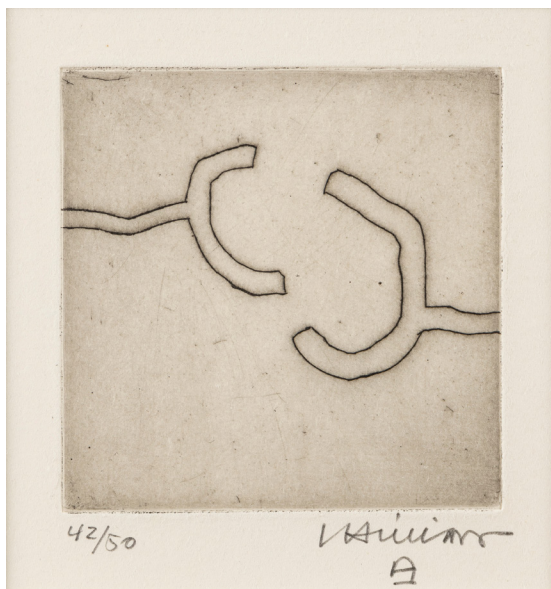
8.7cm x 8.7cm (3 1/2in x 3 1/2in) [plate]; 38.5 x 31cm (15 1/4in x 12 1/4in) [sheet]

Provenance

Private Collection, UK

LiteratureMartin van der Koelen et al., *Eduardo Chillida - Opus P1: Catalogue Raisonné of the Graphic Works*, Chorus Verlag, Mainz, 1999, cat. no. 69017

£800-1,200

20st**EDUARDO CHILLIDA (SPANISH 1924-2002)****ZE III - QUE, 1969 (KOELEN 69018)**

signed in pencil (lower right) and numbered 42/50 (lower left)

etching on Chiffon de Mandeure paper

Edition of 50, plus approximately 14 Artist's Proofs

Printed by Arte Paris

Published by Maeght Éditeur, Paris

8.7cm x 8.7cm (3 1/2in x 3 1/2in) [plate]; 38.5 x 31cm (15 1/4in x 12 1/4in) [sheet]

Provenance

Private Collection, UK

LiteratureMartin van der Koelen et al., *Eduardo Chillida - Opus P1: Catalogue Raisonné of the Graphic Works*, Chorus Verlag, Mainz, 1999, cat. no. 69018

£800-1,200



21st

TREVOR BELL (BRITISH 1930-2017)

UNTITLED, 1958

signed, dated and inscribed to *Mabel & Victor - for a belief / Saint Ives 1958 / from Trevor* (verso)
oil on canvas

61cm x 51cm (24in x 20in)

Provenance

Private Collection, UK

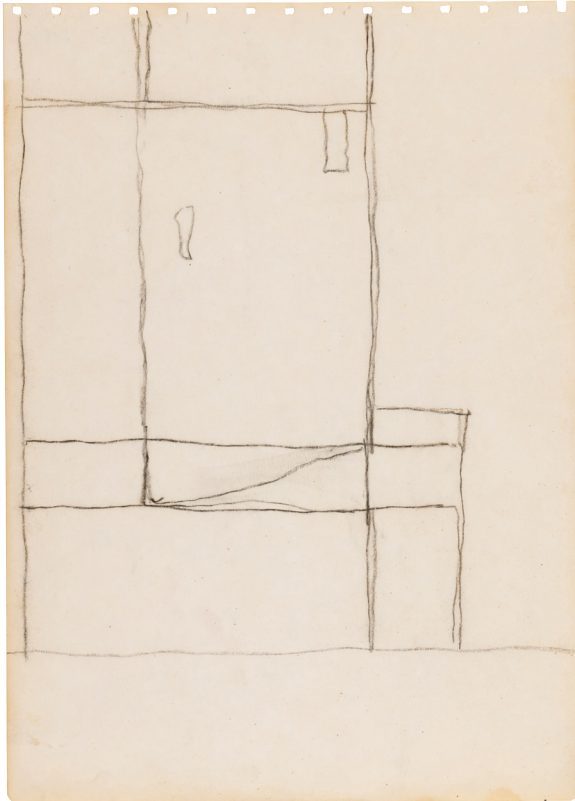
Sotheby's London, *20th Century British Art*, 13 December 2007, lot 93

Paisnel Gallery, London, where acquired by the present owner, 2008 (as *Black and White Abstraction*)

Exhibited

Paisnel Gallery, London, *25 Years of Post-War British Art, 1952-1976*, Summer 2008, un-numbered exhibition, illustrated

£5,000-8,000

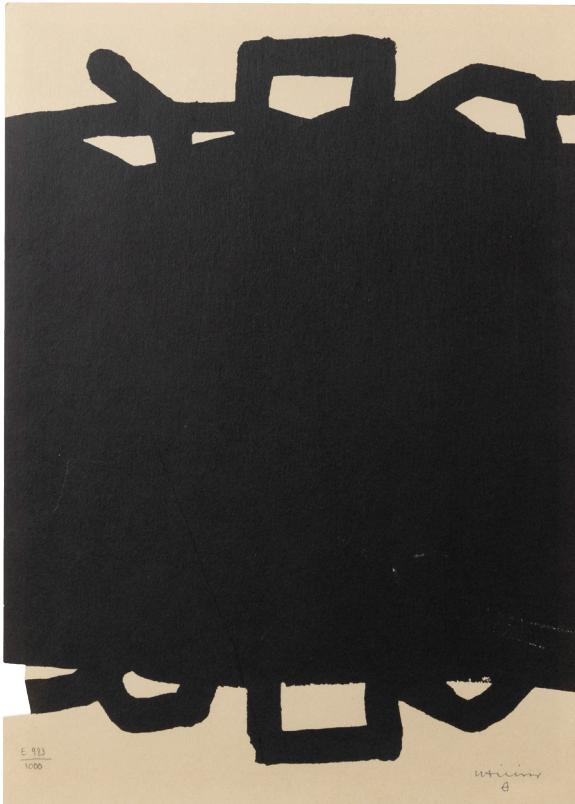
22[§]**WILLIAM SCOTT C.B.E., R.A. (BRITISH 1913-1989)****SEATED FIGURE, C.1953**

charcoal on paper

35cm x 25cm (13 3/4in x 9 3/4in)

Provenance

Archeus Fine Art, London, where acquired by the present owner, March 2001

£1,500-2,50023[§]**EDUARDO CHILLIDA (SPANISH 1924-2002)****UNTITLED, 1999**

signed in pencil (lower right) and numbered E 983/1000 (lower left)

lithograph on die-cut Guarro paper

From the edition of 1000

Published by Ediciones Poligrafa, Barcelona

45cm x 32cm (17 3/4in x 12 1/2 in)

Provenance

Private Collection, UK

£500-70024^{§‡}**GWYTHYR IRWIN (BRITISH 1931-2008)****ALBINO, 1963**

collaged paper on board

122cm x 183cm (48in x 72in)

Provenance

Private Collection, UK, acquired circa 1980s

Exhibited

British Pavilion, Venice, XXXII Biennale, 1963

Stedelijk Museum, Amsterdam, *Roger Hilton, Gwyther Irwin, Bernard Meadows, Joe Tilson*, 1965Gimpel Fils, London, *Gwyther Irwin - Work in Progress*, 1967Sotheby's, London, *The New Situation: Art In London in the Sixties*, 4-11 September 2013, cat. 47**£8,000-12,000**





25^s

ALAN GREEN (BRITISH 1931-2003)

DRAWING NO. 96, 1975

signed, dated and titled in ink (lower right)

gouache, pencil and India ink on wove paper, mounted on board

79cm x 79cm (31 1/8in x 31 1/8in)

Provenance

Annely Juda Fine Art, London

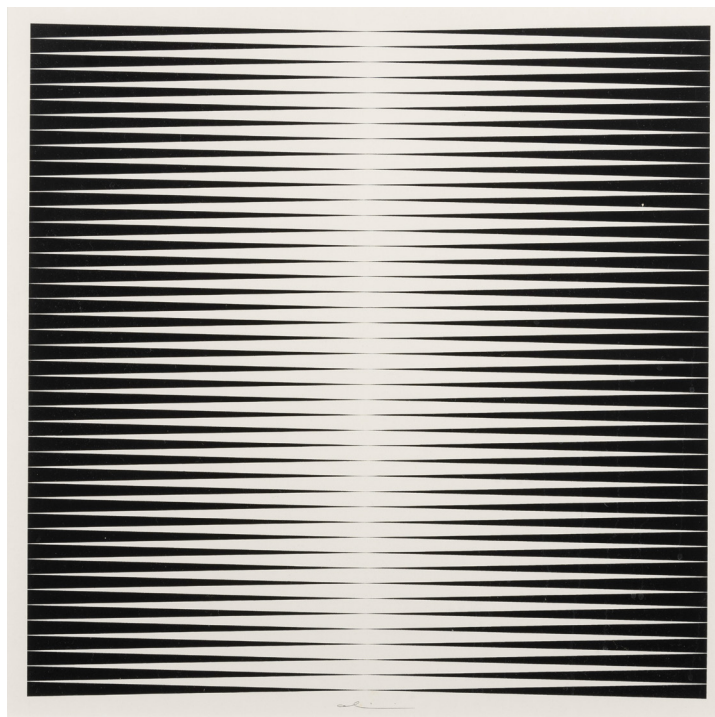
Galerie De Gestlo, Hamburg

Sammlung Erik und Lilott Berganus, inventory 118/75/IX (label verso)

Grisebach Auktionen, Berlin, 2 December, 2017, lot 286

Private Collection, London

£1,000-1,500



26[§]

GETULIO ALVIANI
(ITALIAN 1939-2018)

SENZA TITOLO, C.1960S

signed in pencil (lower centre)

silkscreen on paper

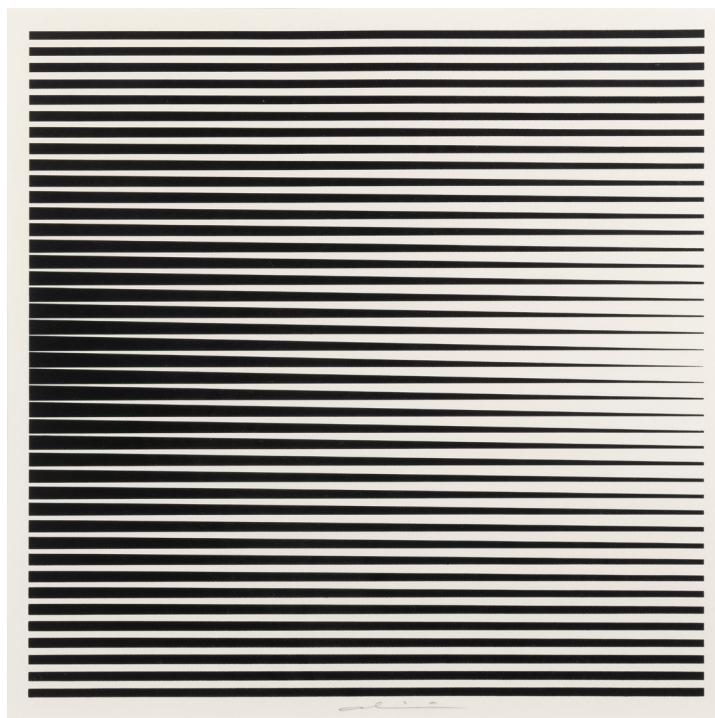
Proofs aside from the edition of 100 (2)

47cm x 47cm (18 1/2in x 18 1/2in) each

Provenance

Private Collection, UK

£500-800



27[§]**EILEEN AGAR (BRITISH 1899-1991)****ABSTRACT IN RUST & GREEN, 1937**signed (lower right), inscribed and
dated 7.4.37/no.10 in pen (verso)

gouache and pencil on paper

15.2cm x 30.5cm (6in x 12in)

Provenance

Private Collection, Brighton

£2,000-3,00028^{§‡}**PETER JOSEPH (BRITISH 1929-2020)****LILAC COLOUR WITH GREEN BORDER, 1980**signed and dated Nov 80 in pen (verso); also
titled on stretcher (verso)

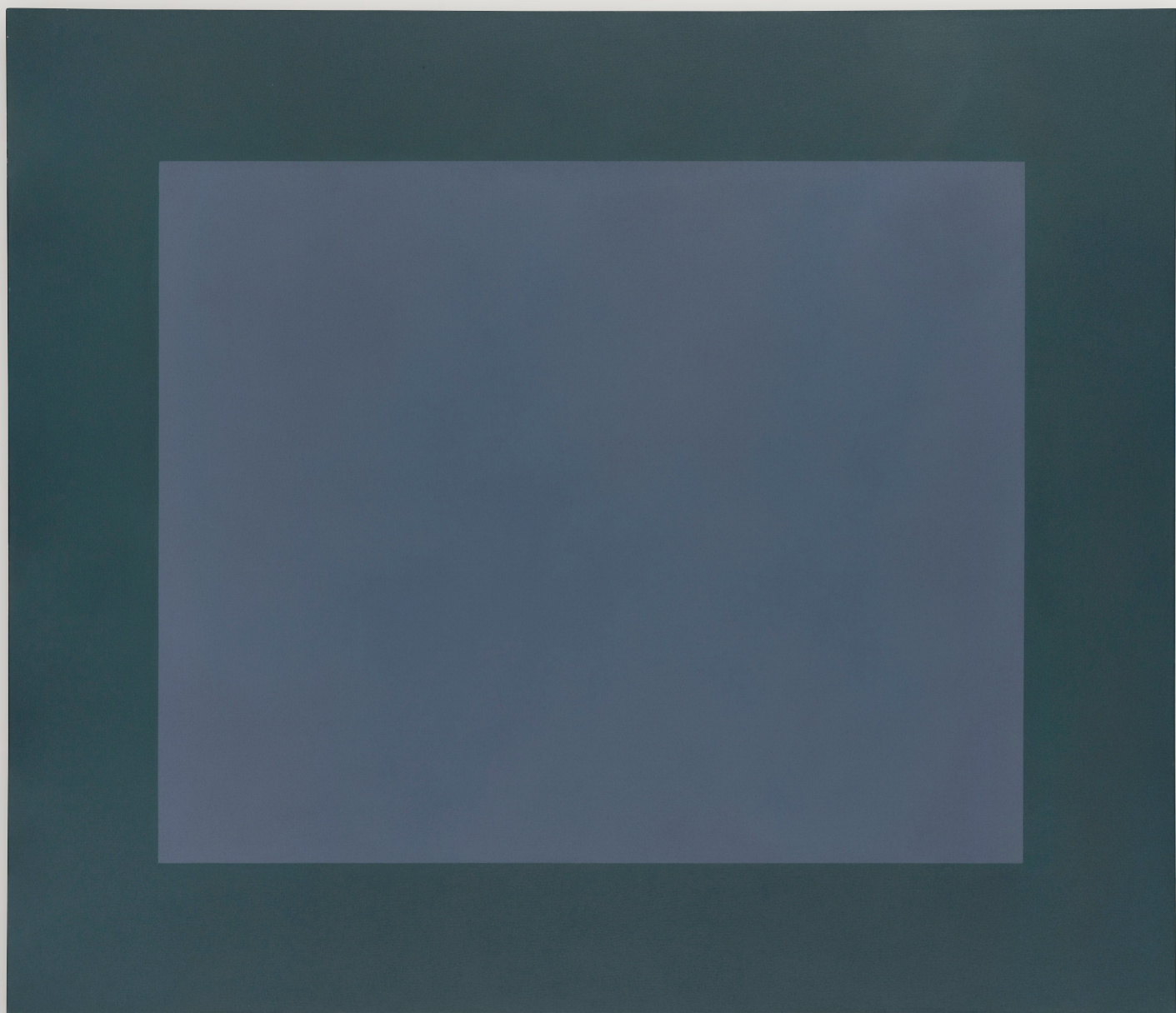
acrylic on canvas

146cm x 170cm (57 1/2in x 67in)

Provenance

Private Collection, Switzerland, acquired circa 1980s

£5,000-7,000





29

ANATOLY SHURAVLEV (RUSSIAN 1963-)
WATERCOLOUR, 2003

signed, titled and numbered 2/3 (verso)

c-print mounted on aluminium

Number 2 from the edition of 3

123cm x 171cm (48 1/2in x 67 1/4in)

Provenance

Acquired directly from the Artist by the present owner,
 September 2004

£1,500-2,500

30

NED VENA (AMERICAN 1982-)
UNTITLED, 2012

signed *Vena* and dated 2012 in marker pen (verso)

rubber on linen

182.8cm x 243.8cm (72in x 96in)

Provenance

The Artist

Clifton Benevento Gallery, New York, where acquired
 by the present owner, June 2012

£2,000-3,000



31st**KIM VOGT (DANISH 1967-)****PHANTOM BIG BANG NUMBER 6, 2001**

inscribed PHANTOM BIG BANG NR6 KG DK

2001 (lower right)

stainless steel detonograph

56cm x 93cm (22in x 36 1/2in)

Provenance

Bruun Rasmussen Kunstauktioner, Copenhagen,
Paintings, Works of Art and Stamps, 11 June 2012,
 lot 512, where acquired by the present owner

£700-1,000

32

SAM FALLS (AMERICAN 1980-)
UNTITLED (VENICE RAIN, ROPE 6)
(FALLS 39744), 2013

fabric dye on rope and canvas

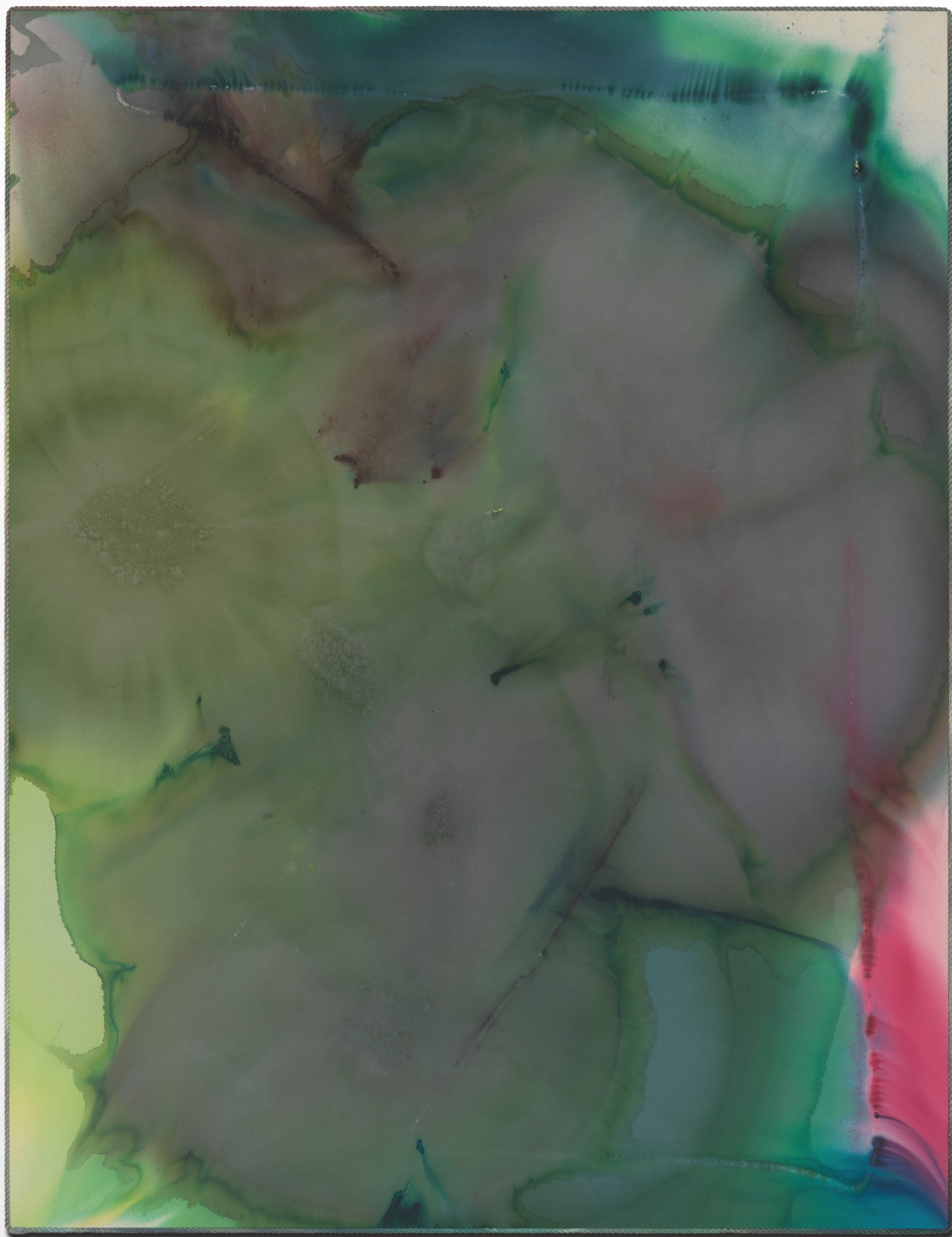
277cm x 208cm (109in x 82in)

Provenance

The Artist

Galerie Eva Presenhuber, Zurich, where
 acquired by the present owner, October 2013

£7,000-10,000







33⁵

TANIA KOVATS (BRITISH 1966-)

ISLANDS, 2001

32 individual framed drawings, each ink on layered matte acetate (32)

41cm x 29cm (16 1/4in x 11 1/2in) each

£2,000-3,000

Provenance

The Artist

Asprey Jacques, London, where acquired by the present owner, December 2001

Exhibited

Yorkshire Sculpture Park, 1st March - 21st April 2002



34^s**MARI SUNNA (FINNISH 1972-)****YON VERI (BLOOD OF THE NIGHT), 2002-04**

signed, titled and dated (verso)

oil on panel

122cm x 100cm (48in x 39 1/4 in)

Provenance

The Artist

Galerie Anhava, Helsinki, where acquired by the present owner, 2002

£700-1,00035^s**JEFF KEEN (BRITISH 1923-2012)****THE MILLION DOLLAR DEVOURING MACHINE, 1950**

signed, titled and dated in pen (upper right)

ink on paper

37cm x 56cm (14 1/2in x 22in)

Provenance

Acquired directly from the Artist by the present owner

£1,000-1,500

36^s**CALLUM INNES (SCOTTISH 1962-)****REPETITION, 1992**

signed and dated 92 in pencil on overlap (verso)

oil on canvas

75cm x 65cm (29 1/2in x 25 1/2in)

ProvenanceMcTear's Auctioneers, Glasgow, *Fine and Scottish Pictures*, 13 October 2010, lot 360, where acquired by the present owner**£6,000-8,000**37^{s†}**DAVID NOONAN (IRISH/AUSTRALIAN 1969-)****UNTITLED, 2011 (NOON-014-2011)**

signed in felt pen and annotated 2012 (verso)

silkscreen on hand-sewn linen collage mounted on panel

154 x 114 x 8cm (60 1/2 x 44 3/4 x 3 1/4in)

Provenance

The Artist

Xavier Hufkens, Brussels, where acquired by the present owner, March 2012

£2,000-3,000



38⁵

SIR EDUARDO PAOLOZZI R.A.
(BRITISH 1924-2005)

MAQUETTE FOR GREAT ORMOND STREET, 1993

bronze, on a wooden base

28cm x 24cm x 22.5cm

(11in x 9 1/2in x 8 3/4in) including base

Provenance

Private Collection, UK

Bonham's Knightsbridge, 4 June 2013, lot 182, where
 acquired by the previous owner

Their sale, Sotheby's, London, *Modern & Post-War British
 Art*, 21 November 2017, lot 165, where acquired by the
 present owner

£8,000-12,000





39^s

ADAM DANT (BRITISH 1967-)

NATURE, 2008

signed and dated (lower right) and titled
(lower centre) in pencil

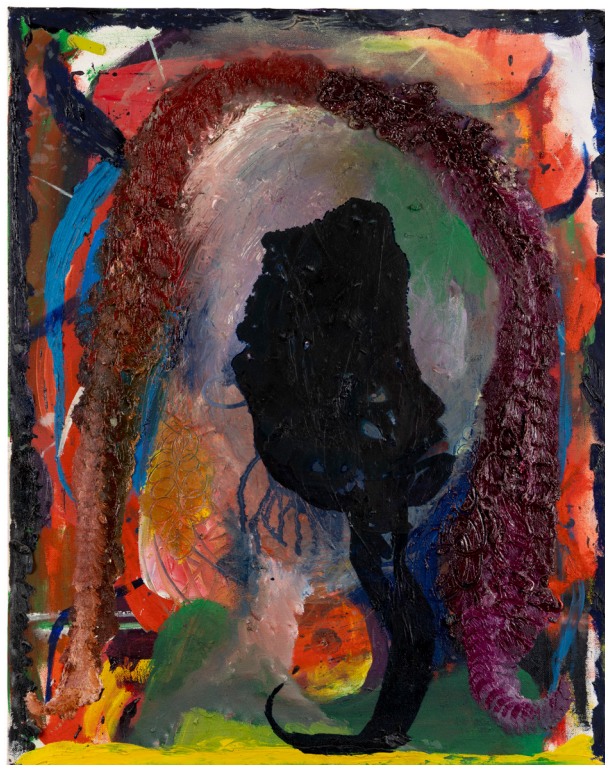
ink over a printed photo lithograph base

75.5cm x 54.5cm (29 3/4in x 21 1/2in)

Provenance

Acquired directly from the Artist by the present owner

£800-1,200

40^s**MATTHIAS DORNFELD (GERMAN 1960-)****UNTITLED, 2006**

signed and dated in pen (verso)

oil on canvas

70cm x 55cm (27 1/2in x 21 3/4in)

Provenance

The Artist

Galerie Ben Kaufman, Berlin, where acquired by the present owner

£1,500-2,50041^s**MARC VAUX (BRITISH 1932-)****BEGINNING, 1977**

signed and dated in charcoal (verso), also

signed and titled on stretcher (verso)

acrylic on canvas

212cm x 186.5cm (83 1/2in x 73 3/4in)

ProvenancePrivate Collection, UK, acquired *circa* 1980s**£3,000-5,000**



42^S**YEHUDIT SASPORTAS (ISRAELI 1969-)****IT'S A FAN, 2001-03**

acrylic and ink on MDF

163cm x 277cm (64 1/4in x 109in)

Provenance

The Artist

Loushy Art & Editions, Tel Aviv, where acquired
by the present owner, 2002**£5,000-7,000**



43

ALEX DA CORTE (AMERICAN 1980-)**BOBBY PIN BOX, 2014**

tape, ribbon, flowers, fur, velvet, weave, grape buttons, Breast Cancer awareness pin, hand-dyed US one dollar bill, sequin pins, watch band, tack, bobby pin, fluff, foam in an anodized metal frame
 76cm x 76cm (29 3/4in x 29 3/4in)

Provenance

The Artist

David Risley Gallery, Copenhagen, where acquired by the present owner in December 2014

£6,000-8,000

Susan Hiller (1940-2019) is widely regarded as one of the most influential women artists of her generation, as well as a pioneer of installation and multimedia art. Born in the USA, she made London her home in the late 1960s, where she became a key voice in the nascent counter-culture and feminist movements. Her practice spanned a broad range of media including installation, video, photography, painting, sculpture, performance, artist's books and writing. Her work often took for its subject aspects of culture that were overlooked, marginalised, or disregarded – which in turn spoke to issues of gender, class and politics.

The *Gatwick Suite* uses self-portraits taken in a photo-mat machine: a place that, before the age of digital photography, played a huge role in people's lives, primarily as the only place to get photographs for official documents (especially passports), but also as somewhere private (albeit often in very public places) to record love, relationships, friendships. They were also places for the lonely and isolated, who could record that they existed, with no-one else's intervention. Hiller has taken these everyday images, enlarged them to change their context and then applied a form of automatic writing, lending the work an additional narrative. The calligraphic nature of the automatic writing inevitably reminds us of non-Roman (therefore non-European) script. Suddenly the woman in the picture is imbued with a 'foreign-ness'. For the viewer today this work has become infused with a multiplicity of meaning – the title, the writing, the blurred image of a woman perhaps in crisis, seems to speak to the migration crisis, Hiller standing in for all those lost in transit.

After graduating from Smith College, Massachusetts, in 1961, Hiller pursued doctoral studies in anthropology at Tulane University in New Orleans, conducting fieldwork in Mexico, Guatemala and Belize. However, she became uncomfortable with academic anthropology's claim to objectivity; she wrote that she did not wish her research to become part of anthropology's "objectification of the contrariness of lived events". During a lecture on African art, she made the decision to abandon anthropology to become an artist. She lived in France, Morocco, Wales and India with her husband, the writer David Coxhead, before settling in London, where she made that very 'contrariness of lived events' the basis of her practice, focussing on the products of our society – our dreaming through commodities – that are often overlooked, ignored, or repressed.

As John Roberts has written: 'All Hiller's work should rightly be discussed...as a process of mapping: the mapping of the self, of cultural formations, of the boundaries between forms, of language itself.' (John Roberts, 'Lucid Dreams', *Susan Hiller 1973-83: The Muse My Sister*, The Orchard Gallery, Londonderry, 1984, p.45)

Hiller's work features in numerous international private and public collections including the Tate Gallery, London; Museum of Modern Art, New York; National Gallery of Art, Washington D.C.; National Portrait Gallery, London; British Museum, London; Centre Pompidou, Paris; National Museum of Norway, Oslo; Ludwig Museum, Cologne; Serralves Museum of Contemporary Art, Porto; Art Gallery of New South Wales, Sydney and the Inhotim Centro de Arte Contemporânea, Brumadinho, Brazil.

44^s**SUSAN HILLER (AMERICAN/BRITISH 1940-2019)****GATWICK SUITE: ASCENT / FLIGHT / DESCENT, 1983**

three c-type photographs, enlarged from hand-coloured photo-mat originals, mounted as one panel
work no.2 from a series of 2

73cm x 105.5cm (28 3/4in x 41 1/2in)

Provenance

Gimpel Fils, London

Exhibited

National Portrait Gallery, London, *Staging the Self: Self-Portrait Photography 1840s - 1980s*, 1986

Touchstones, Rochdale, *A Tall Order! Rochdale Art Gallery in the 1980s*, 4 February - 7 May 2007

Literature

Susan Hiller 1973-83: The Muse My Sister, published on the occasion of three simultaneous exhibitions in March and April 1984: 'New Work', Orchard Gallery, Londonderry; 'Ten Year's Work', Third Eye Centre, Glasgow; 'New Work', Gimpel Fils, London, illustrated in colour, p. 20.

£7,000-10,000

45^s**SAM TAYLOR-JOHNSON (BRITISH 1967-)****FIVE REVOLUTIONARY SECONDS (MAQUETTE), 1995**

initialled (verso); titled and dated in chinograph (lower right)

photo-collage with hand amendments, mounted on Fabbriano paper

unique

8cm x 56cm (3in x 22in) [image] 49cm x 69.5cm (19 1/4in x 27 1/2in) [paper]

Provenance

The Artist

White Cube, London

Christie's South Kensington, *Post-War & Contemporary Art*, 25 March 2010, lot.7,
where acquired by the present owner**£2,000-3,000**



46^s

CORINNE DAY (BRITISH 1962-2010)

TARA AT HOME, STOKE NEWINGTON, 1999/2000

numbered in pen 1/7, with printed labels inscribed *Corinne Day / Authorised by Corinne Day 12 August 2010* (verso)

c-type photograph mounted on aluminium

60cm x 40cm (23 5/8in x 15 3/4in)

Provenance

Gimpel Fils, London

Exhibited

MMK Museum Für Moderne Kunst, Frankfurt, *Not in Fashion*, 25 September 2010 - 9 January 2011 (another work from the edition)

£700-900

THE CLOSE FRIENDSHIP OF ARTISTS : **COLETTE MOREY DE MORAND** & **PAULA REGO**

Colette Morey de Morand was born in Paris in 1934, to a French father and Ukrainian mother. Whilst she was an infant her family moved to Canada, where she was to spend her formative years. Despite always having designs on being an artist, her mother made her take a science degree at the University of Toronto as a more 'sensible' option. Morey de Morand, however, was not to be deterred and not long after graduating she moved to New Zealand, first studying at Wellington University and later establishing a reputation for herself as a landscape painter. Whilst in New Zealand she met Clement Greenberg, the high priest of Abstract Expressionism, an encounter that could well have been significant in her shift in direction towards abstraction, which she was to explore for the rest of her career.

On separating from her first husband, Morey de Morand travelled overland through India and the Far East with her two young children, arriving in London in 1975, where she was to stay for the rest of her life – although she carried on showing in New Zealand, where her work continued to be highly regarded. She was soon ensconced in the London art scene – albeit the part of the scene that set itself against the prevailing fashion for Minimalism and Conceptualism. She had met Anthony Caro and his wife, the painter Sheila Girling, in New Zealand and they were to remain close friends throughout their lives. Both artists' approaches at that time – loose, lyrical (even for Caro when working in heavy slabs of metal) – were to find confluences in her painting of the same period.

In the 1980s, Morey de Morand was part of an informal collective of artists working at the Berry Street studios in Clerkenwell and it was here that she met the Portuguese

painter Paula Rego. They would meet almost daily and soon became very close, often visiting other artists' studios or gallery openings together – as well as providing mutual support during their own exhibitions. Both were born within six months of each other; their husbands both died in 1988 (also within six months of each other); they were painters at a time when paint was out of fashion; and, of course, they were women trying to make headway in a world where male artists still held sway and recognition had to be earned twice-over. And whilst Morey de Morand's work was abstract and ethereal (before turning hard-edged in the 90s and 2000s) – and Rego's paintings were irreducibly narrative and corporeal – both artists shared an interest in the metaphysical and art's ability to access truths beyond the everyday world. Rego often remarked that she had an inability to speak her mind, to speak the truth, hence her flight into storytelling. Morey de Morand seemed to be able to help her find expression, as can be seen in their correspondence, the cards and notes and invitations – and in very thoughtful gifts of artworks (which flowed both ways).

The works by Rego presented here have been chosen in part to represent her career and interests in a wider sense, but also for the insight they give into the themes and preoccupations that must have struck a chord between the two women – joy and melancholy; fulfilment and loss; the mundane and the eternal. And the accompanying works by Morey de Morand – direct from her studio – have been chosen to represent her artistic preoccupations, although in this case from a narrow slice of a wide-ranging and long-lasting career, from the time when she and Rego became fast friends and when both sought to load the painter's brush with as much meaning as it could carry.



47^s

**COLETTE MOREY DE MORAND
(CANADIAN-BRITISH 1934-2022)**

DESERT DISTANCE, 1984

signed, titled and dated in pen and in pencil (verso)

acrylic on canvas

101.6cm x 172.5cm (40in x 68in)

Provenance

The Estate of the Artist

£800-1,200

48^s

PAULA REGO R.A. (BRITISH/PORTUGUESE 1935-2022)
SUNDAY AFTERNOON (FALLEN WOMAN WITH YOUNG
CHILD OBSERVING), 2000

titled in pencil (lower left), dated 2.7.00 (lower right) and
 dedicated *Dearest Colette / Too late for a birthday card, but with*
much much love / Paula
 ink and wash on paper

21cm x 29.8cm (8 1/4in x 11 3/4in)

Provenance

Gift of the Artist to Colette Morey de Morand and thence by descent
 to the present owner

£2,000-3,000

49^s

PAULA REGO R.A. (BRITISH/PORTUGUESE 1935-2022)
THE VOICES III, 1996-98 (ROSENTHAL 143)

signed in pencil (lower right), inscribed *Proof* (lower left) and
 dedicated *Colette / Christmas 1998 - Happy New Year / love*
 hand-coloured etching with aquatint

Artist's Proof aside from the edition of 25

Unframed

29cm x 19.5cm (11 1/2in x 7 3/4in) [plate];

50.3cm x 35.6cm (19 3/4in x 14in) [sheet]

Provenance

Gift of the Artist to Colette Morey de Morand and thence by descent

Literature

T. G. Rosenthal, *Paula Rego - The Complete Graphic Work*, Thames &
 Hudson, London, 2012, p. 274, cat. no 143

£1,000-2,000



50[£]

PAULA REGO R.A. (BRITISH/PORTUGUESE 1935-2022)
UNTITLED

signed in pencil (lower right) and inscribed *unique print / with love* (lower left)

etching with hand-colouring on wove paper

Unframed

49.5cm x 37cm (19 1/2in x 14 1/2 in) [plate];

75cm x 57cm (29 1/2in x 22 1/2in) [sheet]

Provenance

Gift of the Artist to Colette Morey de Morand and thence by descent to the present owner

£2,000-3,000

51[£]

PAULA REGO R.A. (BRITISH/PORTUGUESE 1935-2022)
AFTER ERNST

titled in ink (lower left); inscribed in pen *Happy Birthday Dear Colette, Much happiness and lots of love Paula* (verso)

pen and ink on card

18cm x 12.5cm (7in x 5in)

Provenance

Gift of the Artist to Colette Morey de Morand and thence by descent to the present owner

£6,000-8,000



52^s

**COLETTE MOREY DE MORAND
(CANADIAN/BRITISH 1934-2022)**

STUNNING STREAK, 1986

acrylic polymer and Caran D'Ache
Neocolor oil pastel on paper

76cm x 56.5cm (30in x 22 1/4in)

Provenance

The Estate of the Artist

£300-500

53[§]

PAULA REGO R.A.
(BRITISH/PORTUGUESE 1935-2022)

WOMAN AND DOG

Inscribed in pencil *For dear Colette / a very happy New Year from Paula* (lower centre)

hand-coloured etching on paper

Artist's Proof - possibly uneditioned

Unframed

17cm x 20cm (6 3/4in x 8in) [plate]; 30.5cm
 x 25.5cm (12in x 10in) [sheet]

Provenance

Gift of the Artist to Colette Morey de Morand and thence by descent to the present owner

£1,000-1,500

54[§]

PAULA REGO R.A.
(BRITISH/PORTUGUESE 1935-2022)
ACCORDION, C.2000S (ROSENTHAL 279)

signed in pencil (lower right), numbered A/P and dedicated
Happy Birthday dearest Colette (lower left)

etching on Somerset Satin paper

Artist's proof aside from the edition of 25

Printed by Paul Coldwell at Culford Press, London

Published by the Artist with Marlborough Graphics, London

Unframed

20.5cm x 19.5cm (8in x 7 3/4in) [plate];
 40.5cm x 33cm (16in x 13in) [sheet]

Provenance

Gift of the Artist to Colette Morey de Morand and thence by descent to the present owner

Literature

T. G. Rosenthal, *Paula Rego - The Complete Graphic Work*,
 Thames & Hudson, London, 2012, cat. no 279

£800-1,200

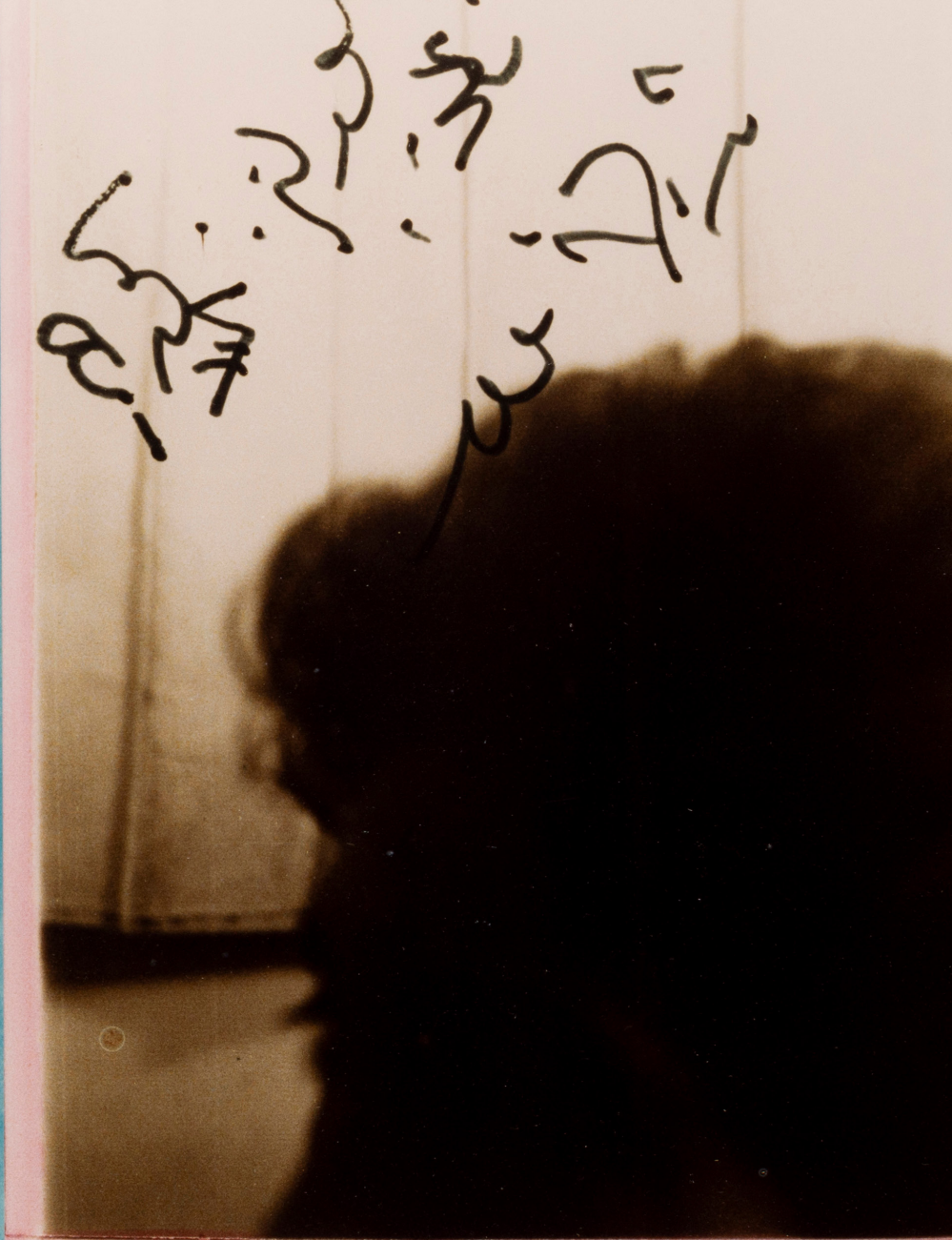
Lot 44 [detail]

SUSAN HILLER

GATWICK SUITE: ASCENT

/ FLIGHT / DESCENT, 1983







TRAVEL & VINTAGE POSTERS

AUCTION 25 OCTOBER 2023
LIVE ONLINE | VIEWING IN THE
MALL GALLERIES, LONDON

ROGER BRODERS (1883-1953)
L'ETE SUR LA COTE D'AZUR,
PLAGE DE JUAN-LES-PINS
[DETAIL] | £3,000-5,000 + fees

LYON & TURNBULL
AUCTIONEERS SINCE 1826

LALIQUE



AUCTION 26 OCTOBER 2023
LIVE AT THE MALL GALLERIES, LONDON & ONLINE

LYON & TURNBULL
AUCTIONEERS SINCE 1826

LONDON 020 7930 9115 | **EDINBURGH** 0131 557 8844 | **GLASGOW** 0141 333 1992 | www.lyonandturnbull.com



SCOTTISH PAINTINGS & SCULPTURE

JOHN MACLAUCLAN MILNE
R.S.A. (SCOTTISH 1885-1957)
WINE BOATS, ST. TROPEZ
£40,000-60,000 + fees

AUCTION 07 DECEMBER 2023
LIVE IN EDINBURGH & ONLINE
OPEN FOR ENTRIES

Please contact Nick Curnow
nick.curnow@lyonandturnbull.com

LYON & TURNBULL
AUCTIONEERS SINCE 1826

LONDON 020 7930 9115 | **EDINBURGH** 0131 557 8844 | **GLASGOW** 0141 333 1992 | www.lyonandturnbull.com

Contemporary & Post-War Art

Prints & Multiples

AUCTION 10 JANUARY 2024
LIVE IN EDINBURGH & ONLINE
OPEN FOR ENTRIES

PAUL NEAGU
(ROMANIAN/BRITISH 1938-2004)
STARHEAD, c.1981
Stainless steel, surface textured by the artist
£10,000-15,000 + fees



Please contact Charlotte Riordan
charlotte.riordan@lyonandturnbull.com

LYON & TURNBULL
AUCTIONEERS SINCE 1826

LONDON 020 7930 9115 | **EDINBURGH** 0131 557 8844 | **GLASGOW** 0141 333 1992 | www.lyonandturnbull.com

CONDITIONS OF SALE 22.3

FOR BUYERS (UK)

These Conditions of Sale and the Saleroom Notices as well as specific Catalogue terms, set out the terms on which we offer the Lots listed in this Catalogue for sale. By registering to bid and/or by bidding at auction You agree to these terms, we recommend that You read them carefully before doing so. You will find a list of definitions and a glossary at the end providing explanations for the meanings of the words and expressions used.

Special terms may be used in Catalogue descriptions of particular classes of items (Books, Jewellery, Paintings, Guns, Firearms, etc.) in which case the descriptions must be interpreted in accordance with any glossary appearing in the Catalogue. These notices and terms will also form part of our terms and conditions of sales.

In these Conditions the words "Us", "Our", "We" etc. refers to Lyon & Turnbull Ltd, the singular includes the plural and vice versa as appropriate. "You", "Your" means the Buyer.

Lyon & Turnbull Ltd. acts as agent for the Seller. Lyon & Turnbull Ltd. acts as agent for the Seller. On occasion where Lyon & Turnbull Ltd. own a lot in part or full the property will be identified in the catalogue with the symbol (A) next to its lot number.

A. BEFORE THE SALE

1. DESCRIPTIONS OF LOTS

Whilst we seek to describe Lots accurately, it may be impractical for us to carry out exhaustive due diligence on each Lot. Prospective Buyers are given ample opportunities to view and inspect before any sale and they (and any independent experts on their behalf) must satisfy themselves as to the accuracy of any description applied to a Lot. Prospective Buyers also bid on the understanding that, inevitably, representations or statements by us as to authorship, genuineness, origin, date, age, provenance, condition or Estimated selling price involve matters of opinion. We undertake that any such opinion shall be honestly and reasonably held and only accept liability for opinions given negligently or fraudulently. Subject to the foregoing neither we the Auctioneer or our employees or agents accept liability for the correctness of such opinions and no warranties, whether relating to description, condition or quality of Lots, express, implied or statutory, are given. Please note that photographs/images provided may not be fully representative of the condition of the Lot and should not be relied upon as indicative of the overall condition of the Lot. All dimensions and weights are approximate only.

2. OUR RESPONSIBILITY FOR OUR DESCRIPTION OF LOTS

We do not provide any guarantee in relation to the nature of a Lot apart from our authenticity warranty contained in paragraph E.2 and to the extent provided below.

(a) Condition Reports: Condition Reports are provided on our Website or upon request. The absence of a report does not imply that a Lot is without imperfections. Large numbers of such requests are received shortly before each sale and department specialists and administration will endeavour to respond to all requests although we offer no guarantee. Any statement in relation to the Lot is merely an expression of opinion of the Seller or us and should not be relied upon as an inducement to bid on the Lot. Lots are available for inspection prior to the sale and You are strongly advised to examine any Lot in which You are interested prior to the sale. Our Condition Reports are not prepared by professional conservators, restorers or engineers. Our Condition Report does not form any contract between us and the Buyer. The Condition Reports do not affect the Buyer's obligations in any way.

(b) Estimates: Estimates are placed on each Lot to help Buyers gauge the sums involved for the purchase of a particular Lot. Estimates do not include the Buyer's Premium or VAT. Estimates are a matter of opinion and prepared in advance. Estimates may be subject to change and are for guidance only and should not be relied upon.

(c) Catalogue Alterations: Lot descriptions and Estimates are prepared in advance of the sale and may be subject to change. Any alterations will be announced on the Catalogue alteration sheet, made available prior to the sale. It is the responsibility of the Buyer to make themselves aware to any alterations which may have occurred.

3. WITHDRAWAL

Lyon & Turnbull may, at its discretion, withdraw any Lot at any time prior to or during the sale of the Lot. Lyon & Turnbull has no liability to You for any decision to withdraw.

4. JEWELLERY, CLOCKS & OTHER ITEMS

(a) Jewellery:

(i) Coloured gemstones (such as rubies, sapphires and emeralds) may have been treated to enhance their look, through methods such as heating and oiling. These methods are accepted practice but may make the gemstone less strong and/or require special care in future.

(ii) All types of gemstones may have been improved by some method. You may request a gemmological report for any Lot which does not have a report if the request is made to us at least three weeks before the date of the sale

and You pay the fee for the report in advance of receiving said report.

(iii) We do not obtain a gemmological report for every gemstone sold in our sales. Where we do get gemmological reports from internationally accepted gemmological laboratories, such reports may be described in the Sale Particulars. Reports will describe any improvement or treatment only if we request that they do so, but will confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree whether a particular gemstone has been treated, the amount of treatment or whether treatment is permanent. The gemmological laboratories will only report on the improvements or treatments known to the laboratories at the date of the report.

(iv) For jewellery sales, all Estimates are based on the information in any gemmological report or, if no gemmological report is available, You should assume that the gemstones may have been treated or enhanced.

(b) Clocks & Watches: All Lots are sold "as seen", and the absence of any reference to the condition of a clock or watch does not imply the Lot is in good condition and without defects, repairs or restorations. Most clocks and watches will have been repaired during their normal lifetime and may now incorporate additional/newer parts. Furthermore, we make no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, Buyers should be aware that a general service, change of battery or further repair work, for which the Buyer is solely responsible, may be necessary. Buyers should also be aware that we cannot guarantee a watch will remain waterproof if the back is removed. Buyers should be aware that the importing watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches cannot be shipped to the USA and only imported personally. Clocks may be sold without pendulums, weights or keys.

(c) Alcohol: may only be sold to persons aged of 18 years and over. By registering to bid, You affirm that You are at least that age. All collections must be signed for by a person over the age of 18. We Reserve the right to ask for ID from the person collecting. Buyers of alcohol must make appropriate allowances for natural variations of ullages, conditions of corks and wine. We can provide no guarantees as to how the alcohol may have been stored. There is always a risk of cork failure and allowance by the Buyer must be made. Alcohol is sold "as is" and quality of the alcohol is entirely at the risk of the Buyer and no warranties are given.

(d) Books-Collation: If on collation any named item in the sale Catalogue proves defective, in text or illustration the Buyer may reject the Lot provided he returns it within 21 days of the sale stating the defect in writing. This, however, shall not apply in the case of unnamed items, periodicals, autographed letters, music M.M.S., maps, drawings nor in respect of damage to bindings, stains, foxing, marginal worm holes or other defects not affecting the completeness of the text nor in respect of Defects mentioned in the Catalogue, or at the time of sale, nor in respect of Lots sold for less than £300.

(e) Electrical Goods: are sold as "works of art" only and if bought for use must be checked over for compliance with safety regulations by a qualified electrician first. Use of such goods is entirely at the risk of the Buyer and no warranties as to safety of the goods are given.

(f) Upholstered items: are sold as "works of art" only and if bought for use must be checked over for compliance with safety regulations (items manufactured prior to 1950 are exempt from any regulations). Use of such goods is entirely at the risk of the Buyer and no warranties as to safety of the goods are given. We provide no guarantee as to the originality of any wood/material contained within the item.

B. REGISTERING TO BID

1. NEW BIDDERS

(a) If this is Your first time bidding at Lyon & Turnbull or You are a returning Bidder who has not bought anything from us within the last two years You must register at least 48 hours before an auction to give us enough time to process and approve Your registration. We may, at our discretion, decline to permit You to register as a Bidder. You will be asked for the following:

(i) Individuals: Photo identification (driving licence, national identity card or passport) and, if not shown on the ID document, proof of Your current address (for example, a current utility bill or bank statement)

(ii) Corporate clients: Your Certificate of Incorporation or equivalent document(s) showing Your name and registered address together with documentary proof of directors and beneficial owners, and;

(iii) Trusts, partnerships, offshore companies and other business structures please contact us directly in advance to discuss requirements.

(b) We may also ask You to provide a financial reference and/or a deposit to allow You to bid. For help, please contact our Finance Department on +44(0)131 557 8844.

2. RETURNING BIDDERS

We may at our discretion ask You for current identification as described in paragraph B.1.(a) above, a finance

reference or a deposit as a condition of allowing You to bid. If You have not bought anything from us in the last two years, or if You want to spend more than on previous occasions, please contact our Finance Department on +44(0)131 557 8844.

3. FAILURE TO PROVIDE THE RIGHT DOCUMENTS

If in our opinion You do not satisfy our Bidder identification and registration procedures including, but not limited to, completing any anti-money laundering and/or anti-terrorism financing checks we may require to our satisfaction, we may refuse to register You to bid, and if You make a successful bid, we may cancel the contract between You and the Seller.

4. BIDDING ON BEHALF OF ANOTHER PERSON

(a) As an authorised Bidder: If You are bidding on behalf of another person, that person will need to complete the registration requirements above before You can bid, and supply a signed letter authorising You to bid for him/her.

(b) As agent for an undisclosed principal: If You are bidding as an agent for an undisclosed principle (the ultimate Buyer(s)) You accept personal liability to pay the Purchase Price and all other sums due, unless it has been agreed in writing with us before commencement of the auction that the Bidder is acting as an agent on behalf of a named third party acceptable to us and we will seek payment from the named third party.

5. BIDDING IN PERSON

If You wish to bid in the saleroom You must register for a numbered bidding paddle before You begin bidding. Please ensure You bring photo identification with You to allow us to verify Your registration.

6. BIDDING SERVICES

The bidding services described below are a free service offered as a convenience to our clients and we are not responsible for any error (human or otherwise), omission or breakdown in providing these services.

(a) Phone bids

Your request for this service must be made no later than 12 hours prior to the auction. We will accept bids by telephone for Lots only if our staff are available to take the bids. If You need to bid in a language other than English You should arrange this Well before the auction. We do not accept liability for failure to do so or for errors and omissions in connections.

(b) Internet Bids

For certain auctions we will accept bids over the internet. For more information please visit our Website. We will use reasonable efforts to carry out online bids and do not accept liability for equipment failure, inability to access the internet or software malfunctions related to execution of online bids/ live bidding.

(c) Written Bids

While prospective Buyers are strongly advised to attend the auction and are always responsible for any decision to bid for a particular Lot and shall be assumed to have carefully inspected and satisfied themselves as to its condition we shall, if so instructed, clearly and in writing execute bids on their behalf. Neither the Auctioneer nor our employees nor agents shall be responsible for any failure to do so. Where two or more commission bids at the same level are recorded we Reserve the right in our absolute discretion to prefer the first bid so made. Bids must be expressed in the currency of the saleroom. The Auctioneer will take reasonable steps to carry out written bids at the lowest possible price, taking into account the Reserve. If You make a written bid on a Lot which does not have a Reserve and there is no higher bid than Yours, we will bid on Your behalf at around 50% of the lower Estimate or, if lower, the amount of Your bid.

C. DURING THE SALE

1. ADMISSION TO OUR AUCTIONS

We shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person. We may refuse admission at any time before, during or after the auction.

2. RESERVES

Unless indicated by an insert symbol (Δ), all Lots in this Catalogue are offered subject to a Reserve. A Reserve is the confidential Hammer Price established between us and the Seller. The Reserve is generally set at a percentage of the low Estimate and will not exceed the low Estimate for the Lot.

3. AUCTIONEER'S DISCRETION

The maker of the highest bid accepted by the Auctioneer conducting the sale shall be the Buyer and any dispute shall be settled at the Auctioneer's absolute discretion. The Auctioneer may move the bidding backwards or forwards in any way he or she may decide or change the order of the Lots. The Auctioneer may also; refuse any bid, withdraw any Lot, divide any Lot or combine any two or more Lots, reopen or continuing bidding even after the hammer has fallen.

4. BIDDING

The Auctioneer accepts bids from:

- (a) Bidders in the saleroom;
- (b) Telephone Bidders, and internet Bidders through Lyon & Turnbull Live or any other online bidding platform we have chosen to list on and;
- (c) Written bids (also known as absentee bids or commission bids) left with us by a Bidder before the auction.

5. BIDDING INCREMENTS

Bidding increments shall be at the Auctioneer's sole discretion.

6. CURRENCY CONVERTER

The saleroom video screens and

bidding platforms may show bids in some other major currencies as Well as sterling. Any conversion is for guidance only and we cannot be bound by any rate of exchange used. We are not responsible for any error (human or otherwise) omission or breakdown in providing these services.

7. SUCCESSFUL BIDS

Unless the Auctioneer decides to use their discretion as set out above, when the Auctioneer's hammer falls, we have accepted the last bid. This means a contract for sale has been formed between the Seller and the successful Bidder. We will issue an invoice only to the registered Bidder who made the successful bid. While we send out invoices by post/or email after the auction, we do not accept responsibility for telling You whether or not Your bid was successful. If You have bid by written bid, You should contact us by telephone or in person as soon as possible after the auction to get details of the outcome of our bid to avoid having to pay unnecessary storage charges.

8. RELEVANT LEGISLATION

You agree that when bidding in any of our sales that You will strictly comply with all relevant legislation including local laws and regulations in force at the time of the sale for the relevant saleroom location.

D. THE BUYER'S PREMIUM, TAXES AND ARTIST'S RESALE ROYALTY

1. THE PURCHASE PRICE

For each Lot purchased a Buyer's Premium of 26% of the Hammer Price of each Lot up to and including £20,000, plus 25% from £20,001 to £500,000, plus 20% from £500,001 thereafter. VAT at the appropriate rate is charged on the Buyer's Premium. No VAT is payable on the Hammer Price or premium for printed books or unframed maps bought at auction. Live online bidding may be subject to an additional premium (level dependent on the live bidding service provider chosen). This additional premium is subject to VAT at the appropriate rate as above.

2. VALUE ADDED TAX

Value Added Tax is charged at the appropriate rate prevailing by law at the date of sale and is payable by Buyers of relevant Lots.

(a) Lots affixed with (†): Value Added Tax on the Hammer Price is imposed by law on all items affixed with a dagger (†). This imposition of VAT maybe because the Seller is registered for VAT within the European Union and is not operating under a Margin Scheme.

(b) Lots affixed with (*): A reduced rate of Value Added Tax on the Hammer Price of 5% is payable. This indicates that a Lot has been imported from outside the European Union. This reduced rate is applicable to Antique items.

(c) Lots affixed with [Q]: Standard rate of Value Added Tax on the Hammer Price and premium is payable. This applies to items that have been imported from outside the European Union and do not fall within the reduced rate category outlined above.

3. ARTIST'S RESALE ROYALTY (DROIT DE SUITE)

This symbol § indicates works which may be subject to the Droit de Suite or Artist's Resale Right, which took effect in the United Kingdom on 14th February 2006. We are required to collect a royalty payment for all qualifying works of art. Under new legislation which came into effect on 1st January 2012 this applies to living artists and artists who have died in the last 70 years. This royalty will be charged to the Buyer on the Hammer Price and in addition to the Buyer's Premium. It will not apply to works where the Hammer Price is less than €1,000 (euros). The charge for works of art sold at and above €1,000 (euros) and below €50,000 (euros) is 4%. For items selling above €50,000 (euros), charges are calculated on a sliding scale. All royalty charges are paid to the Design and Artists Copyright Society ("DACS") and no handling costs or additional fees are retained by the Auctioneer. Resale royalties are not subject to VAT. Please note that the royalty payment is calculated on the rate of exchange at the European Central Bank on the date of the sale. More information on Droit de Suite is available at www.dacs.org.uk.

E. WARRANTIES

1. SELLER'S WARRANTIES

For each Lot, the Seller gives a warranty that the Seller;

(a) Is the owner of the Lot or a joint owner of the Lot acting with the permission of the other co-owners, or if the Sellers is not the owner of or a joint owner of the Lot, has the permission of the owner to sell the Lot, or the right to do so in law, and;

(b) Had the right to transfer ownership of the Lot to the Buyer without any restrictions or claims by anyone else. If either other above warranties are incorrect, the Seller shall not have to pay more than the Purchase Price (as defined in the glossary) paid by You to us. The Seller will not be responsible to You for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, other damages or expense. The Seller gives no warranty in relation to any Lot other than as set out above and, as far as the Seller is allowed by law, all warranties from the Seller to You, and all obligations upon the Seller which may be added to this agreement by law, are excluded.

2. AUTHENTICITY GUARANTEE

We guarantee that the authorship, period, or origin (collectively, "Authorship") of each Lot in this Catalogue is as stated in the BOLD

or CAPITALISED type heading in the Catalogue description of the Lot, as amended by oral or written saleroom notes or announcements. We make no warranties whatsoever, whether express or implied, with respect to any material in the Catalogue other than that appearing in the Bold or Capitalised heading and subject to the exclusions below.

In the event we, in our reasonable opinion, deem that the conditions of the authenticity guarantee have been satisfied, it shall refund to the original purchaser of the Lot the Hammer Price and applicable Buyer's Premium paid for the Lot by the original purchaser. This Guarantee does not apply if:

- (a) The Catalogue description was in accordance with the opinion(s) of generally accepted scholar(s) and expert(s) at the date of the sale, or the Catalogue description indicated that there was a conflict of such opinions; or
- (b) the only method of establishing that the Authorship was not as described in the Bold or Capitalised heading at the date of the sale would have been by means or processes not then generally available or accepted; unreasonably expensive or impractical to use; or likely (in our reasonable opinion) to have caused damage to the Lot or likely to have caused loss of value to the Lot; or
- (c) There has been no material loss in value of the Lot from its value had it been in accordance with its description in the Bold or Capitalised type heading.

This Guarantee is provided for a period of one year from the date of the relevant auction, is solely for the benefit of the original purchaser of the Lot at the auction and may not be transferred to any third party. To be able to claim under this Authenticity Guarantee, the original purchaser of the Lot must:

- (a) notify us in writing within one month of receiving any information that causes the original purchaser of record to dispute the accuracy of the Bold or Capitalised type heading, specifying the Lot number, date of the auction at which it was purchased and the reasons for such dispute; and
- (b) return the Lot to our registered office in the same condition as at the date of sale to the original purchaser of record and be able to transfer good title to the Lot, free from any third party claims arising after the date of such sale.

We have discretion to waive any of the above requirements. We may require the original purchaser of the Lot to obtain, at the original purchaser of Lot's cost, the reports of two independent and recognised experts in the field. The reports must be mutually acceptable to us and the original purchaser of the Lot. We shall not be bound by any reports produced by the original purchaser of the Lot, and Reserves the right to seek additional expert advice at its own expense. It is specifically

understood and agreed that the rescission of a sale and the refund of the original Purchase Price paid (the successful Hammer Price, plus the Buyer's Premium) is exclusive and in lieu of any other remedy which might otherwise be available as a matter of law. Lyon & Turnbull and the Seller shall not be liable for any incidental or consequential damages incurred or claimed, including without limitation, loss of profits or interest.

3. YOUR WARRANTIES

(a) You warrant that the funds used for settlement are not connected with any criminal activities, including tax evasion and You are neither; under investigation, have been charged with or convicted of money laundering, terrorist activities or other crimes.

(b) Where You are bidding on behalf of another person You warrant that:

(i) You have conducted appropriate customer due diligence on the ultimate Buyer(s) of the Lot(s) in accordance with all relevant anti-money laundering legislation, consent to us relying on this due diligence, and You will retain for a period of not less than five years the documentation evidencing the due diligence. You will make such documentation promptly available for immediate inspection by a third party auditor upon our written request to do so;

(ii) The arrangements between You and the ultimate Buyer(s) in relation to the Lot or otherwise do not, in whole or in part, facilitate tax crimes, and;

(iii) You do not know, and have no reason to suspect that the funds used for settlement are connected with the proceeds of any criminal activity, including tax evasion, or that the ultimate Buyer(s) are under investigation or have been charged with or convicted of money-laundering, terrorist activities, or other crimes.

F. PAYMENT

1. MAKING PAYMENT

(a) Within 7 days of a Lot being sold You will pay to us the Total Amount Due in cash or by such other method as is agreed by us. We accept cash, bank transfer (details on request), debit cards and Visa or MasterCard credit cards. Please note that we do not accept cash payments over £5,000 per Buyer per year.

(b) Any payments by You to us can be applied by us towards any sums owing by You to us howsoever incurred and without agreement by You or Your agent, whether express or implied.

(c) We will only accept payment from the registered Bidder. Once issued, we cannot change the Buyer's name on an invoice or re-issue the invoice in a different name.

(d) The ownership of any Lots purchased shall not pass to You until You have made payment in full to us of the Total Amount Due. The risk in and the responsibility for the Lot will

transfer to You from whichever is the earlier of the following:

- (i) When You collect the Lot; or
- (ii) At the end of the 30th day following the date of the auction, or, if earlier, the date the Lot is taken into care by a third party unless we have agreed otherwise with You in writing.
- (e) You shall at Your own risk and expense take away any Lots that You have purchased and paid for not later than 7 working days following the day of the auction or upon the clearance of any cheque used for payment whichever is later. We can provide You with a list of shippers. However, we will not be responsible for the acts or omissions of carriers or packers whether or not recommended by us.
- (f) No purchase can be claimed or removed until it has been paid for.
- (g) It is the Buyer's responsibility to ascertain collection procedures, particularly if the sale is not being held at our main sale room and the potential storage charges for Lots not collected by the appropriate time.

2. IN THE EVENT OF NON-PAYMENT

If any Lot is not paid for in full and taken away in accordance with these Conditions or if there is any other breach of these Conditions, we, as agent for the Sellers and on their behalf, shall at our absolute discretion and without prejudice to any other rights we may have, be entitled to exercise one or more of the following rights and remedies:

- (a) To proceed against You for damages for breach of contract;
- (b) To rescind the contract for sale of that Lot and/or any other Lots sold by us to You;
- (c) To resell the Lot(s) (by auction or private treaty) in which case You shall be responsible for any resulting deficiency in the Total Amount Due (after crediting any part payment and adding any resale costs).
- (d) To remove, store and insure the Lot in the case of storage, either at our premises or elsewhere and to recover from You all costs incurred in respect thereof;
- (e) To charge interest at a rate of 5% a year above the Bank of Scotland base rate from time to time on all sums outstanding for more than 7 working days after the sale;
- (f) To retain that or any other Lot sold to You until You pay the Total Amount Due;
- (g) To reject or ignore bids from You or Your agent at future auctions or to impose conditions before any such bids shall be accepted;
- (h) To apply any proceeds of sale of other Lots due or which become due to You towards the settlement of the Total Amount Due by You and to exercise a lien over any of Your property in our possession for any purpose until the debt due is satisfied.

You will be deemed to have granted such security to us and we may retain such property as collateral security for Your obligations to us; we may decide to sell Your property in any way we think appropriate. We will use the proceeds of the sale against any amounts You owe us and we will pay any amount left from that sale to You. If there is a shortfall, You must pay us the balance; and

- (i) Take any other action we see necessary or appropriate.

G. COLLECTION & STORAGE

(1) It is the Buyer's responsibility to ascertain collection procedures, particularly if the sale is not being held at our main sale room and the potential storage charges for Lots not collected by the appropriate time. Information on collection is set out in the Catalogue and our Website

(2) Unless agreed otherwise, You must collect purchased Lots within seven days from the auction. Please note the Lots will only be released upon full payment being received.

(3) If You do not collect any Lot within seven days following the auction we can, at our discretion;

(i) Charge You storage costs at the rates set out on our Website.

(ii) Move the Lot to another location or an affiliate or third party and charge You transport and administration costs for doing so and You will be subject to the third party storage terms and pay for their fees and costs.

(iii) Sell the Lot in any way we think reasonable.

H. TRANSPORT & SHIPPING

1. TRANSPORT AND SHIPPING

We will include transport and shipping information with each invoice sent to You as well as displayed on our Website. You must make all transport and shipping arrangements.

2. EXPORT OF GOODS

Buyers intending to export goods should ascertain;

- (a) Whether an export licence is required; and
- (b) Whether there is any specific prohibition on importing goods of that character, e.g. items that may contain prohibited materials such as ivory or rhino horn. It is the Buyer's sole responsibility to obtain any relevant export or import licence. The denial of any licence or any delay in obtaining licences shall neither justify the recession of any sale nor any delay in making full payment for the Lot.

3. CITES: ENDANGERED PLANTS AND ANIMALS LEGISLATION

Please be aware that all Lots marked with the symbol Y may be subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites>

We accept no liability for any Lots

which may be subject to CITES but have not been identified as such.

I. OUR LIABILITY TO YOU

(a) We give no warranty in relation to any statement made, or information given, by us, our representatives or employees about any Lot other than as set out in the authenticity warranty and as far as we are allowed by law, all warranties and other terms which may be added to this agreement by law are excluded. The Seller's warranties contained in paragraph E.1 are their own and we do not have a liability in relation to those warranties.

(b) (i) We are not responsible to You for any reason whether for breaking this agreement or any other matter relating to Your purchase of, or bid for, any Lot other than in the event of fraud or fraudulent misrepresentation by us other than as expressly set out in these conditions of sale; or

(ii) We do not give any representation, warranty or guarantee or assume any liability for a kind in respect of any Lot with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature or historical relevance, except as required by local law, any warranty of any kind is excluded by this paragraph.

(c) In particular, please be aware that our written and telephone bidding services, Lyon & Turnbull Live, Condition Reports, currency converter and saleroom video screens are free services and we are not responsible for any error (human or otherwise) omission or breakdown in these services.

(d) We have no responsibility to any person other than a Buyer in connection with the purchase of any Lot

(e) If in spite of the terms of this paragraph we are found to be liable to You for any reason, we shall not have to pay more than the Purchase Price paid by You to us. We will not be responsible for any reason for loss of profits, business, loss of opportunity or value, expected savings or interest, costs damages or expenses.

J. OTHER TERMS

1. OUR ABILITY TO CANCEL

In addition to the other rights of cancellation contained in this agreement, we can cancel the sale of a Lot if;

- (i) Any of our warranties are not correct, as set out in paragraph E3,
- (ii) We reasonably believe that completing the transaction is or may be unlawful; or
- (iii) We reasonably believe that the sale places us or the Seller under any liability to anyone else or may damage our reputation.

2. RECORDINGS

We may videotape and record

proceedings at any auction. We will keep any personal information confidential, except to the extent disclosure is required by law if You do not wish to be videotaped, You may make arrangements to bid by telephone or a written bid or bid on Lyon & Turnbull Live instead. Unless we agree otherwise in writing, You may not videotape or record proceedings at any auction.

3. COPYRIGHT

We own the copyright in respect of all images, illustrations and written material produced by or for us relating to a Lot. (Including Catalogue entries unless otherwise noted in the Catalogue) You cannot use them without our prior written permission. We do not offer any guarantee that You will gain any copyright or other reproductions to the Lot.

4. ENFORCING THIS AGREEMENT

If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as deleted and the rest of this agreement will remain in force.

5. TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

You may not grant a security over or transfer Your rights or responsibilities under these terms on the contract of sale with the Buyer unless we have given our written permission. This agreement will be binding on Your successors or estate and anyone who takes over Your rights and responsibilities.

6. REPORTING ON WWW.LYONANDTURNBULL.COM

Details of all Lots sold by us, including Catalogue disruptions and prices, may be reported on www.lyonandturnbull.com. Sales totals are Hammer Price plus Buyer's Premium and do not reflect any additional fees that may have been incurred. We regret we cannot agree to requests to remove these details from our Website.

7. SALE BY PRIVATE TREATY

(a) The same Conditions of Sale (Buyers) shall apply to sales by private treaty.

(b) Private treaty sales made under these Conditions are deemed to be sales by auction and subject to our agreed charges for Sellers and Buyers.

(c) We undertake to inform the Seller of any offers it receives in relation to an item prior to any Proposed Sale, excluding the normal method of commission bids.

(d) For the purposes of a private treaty sale, if a Lot is sold in any other currency than Sterling, the exchange rate is to be taken on the date of sale.

8. THIRD PARTY LIABILITY

All members of the public on our premises are there at their own risk and must note the lay-out of the premises, safety and security arrangements. Accordingly, neither the Auctioneer

nor our employees or agents shall incur liability for death or personal injury or similarly for the safety of the property of persons visiting prior to, during or after a sale.

9. DATA PROTECTION

Where we obtain any personal information about You, we shall use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) You may have given at the time Your information was disclosed). A copy of our Privacy Policy can be found on our Website www.lyonandturnbull.com or requested from Client Services, 33 Broughton Place, Edinburgh, EH1 3RR or by email from data.enquiries@lyonandturnbull.com.

10. FORCE MAJEURE

We shall be under no liability if they shall be unable to carry out any provision of the Contract of Sale for any reason beyond their control including (without limiting the foregoing) an act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.

11. LAW AND JURISDICTION

(a) Governing Law: These Conditions of Sale and all aspects of all matters, transactions or disputes to which they relate or apply shall be governed by, and interpreted in accordance with, Scots law

(b) Jurisdiction: The Buyer agrees that the Courts of Scotland are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale relate or apply.

K. DEFINITIONS & GLOSSARY

The following words and phrases used have (unless the context otherwise requires) the meaning to be given to them below. The go Glossary is to assist You to understand words and phrases which have a specific legal meaning which You may not be familiar with.

1. DEFINITIONS

"**Auctioneer**" Lyon & Turnbull Ltd (Registered in Scotland No: 191166 | Registered address: 33 Broughton Place, Edinburgh, EH1 3RR) or its authorised representative conducting the sale, as appropriate;

"**Bidder**" a person who has completed a Bidding Form

"**Bidding Form**" our Bidding Registration Form our Absentee Bidding Form or our Telephone Bidding Form.

"**Buyer**" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to by the words "You" and "Your"

"**Buyer's Premium**" the sum calculated on the Hammer Price at the rates

stated in Catalogue.

"**Catalogue**" the Catalogue relating to the relevant Sale, including any representation on our Website

"**Condition Report**" the report on the physical condition of a Lot provided to a Bidder or potential Bidder by us on behalf of the Seller.

"**Estimate**" a statement of our opinion of the range within the hammer is likely to fall.

"**Hammer Price**" the level of bidding reached (at or above any Reserve) when the Auctioneer brings down the hammer;

"**High Cumulative Value of Lot**" several Lots with a total lower Estimate value of £30,000 or above;

"**High Value Lot**" a Lot with a lower Estimate of £30,000 or above;

"**Lot**" each item offered for sale by Lyon & Turnbull;

"**Purchase Price**" is the aggregate of Hammer Price and any applicable Buyer's Premium, VAT on the Hammer Price (where applicable), VAT on the Buyer's Premium and any other applicable expenses;

"**Reserve**" the lowest price below which an item cannot be sold whether at auction or by private treaty;

"**Sale**" the auction sale at which a Lot is to be offered for sale by us.

"**Seller**" the person who offers the Lot for Sale. We act as agent for the Seller.

"**Total Amount Due**" the Hammer Price in respect of the Lot sold together with any premium, Value Added Tax or other taxes chargeable and any additional charges payable by a defaulting Buyer under these Conditions;

"**VAT**" value added tax at the prevailing rate at the date of the sale in the United Kingdom.

"**Website**" Lyon & Turnbull's Website at www.lyonandturnbull.com

2. GLOSSARY

The following have specific legal meaning which You may not be familiar with. The following glossary is intended to give You an understanding of those expressions but is not intended to restrict their legal meanings:

"**Artist's Resale Right**" the right of the creator of a work of art to receive a payment on Sales of that work subsequent to

"**Knocked Down**" when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.

"**Lien**" a right for the person who has possession of the Lot to retain possession of it.

"**Risk**" the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"**Title**" the legal and equitable right to the ownership of a Lot.

GUIDE TO **BIDDING & PAYMENT**

REGISTRATION

All potential buyers must register prior to placing a bid. Registration information may be submitted in person at our registration desk, by email, or on our website. Please note that first-time bidders, and those returning after an extended period, will be asked to supply the following documents in order to facilitate registration:

- 1 – Government issued photo ID (Passport/Driving licence)
- 2 – Proof of address (utility bill/bank statement).

We may, at our option, also ask you to provide a bank reference and/or deposit.

By registering for the sale, the buyer acknowledges that he or she has read, understood and accepted our Conditions of Sale.

BIDDING IN THE SALEROOM

At the Sale Registered bidders will be assigned a bidder number and given a paddle for use at the sale. Once the first bid has been placed, the auctioneer asks for higher bids in increments determined by the auctioneer. To place your bid, simply raise your paddle until the auctioneer acknowledges you. Please ensure that the auctioneer repeats your bidder number correctly when confirming the sale. If there is any doubt at this stage as to the hammer price or buyer it must be brought to the auctioneer's attention immediately. All lots will be invoiced to the name and address given on your registration form, which is non-transferable.

BIDDING OUTSIDE THE SALEROOM

BY PHONE

A limited number of telephone lines are available for bidding by phone through a Lyon & Turnbull representative. Phone lines must be reserved in advance. All bid requests must be received an hour before the sale. All telephone bids must be confirmed in writing, listing the relevant lots and appropriate number to be called. We recommend that a covering bid is also left in the event that we are unable to make the call. We cannot guarantee that lines will be available, or that we will be able to call you on the day, but will endeavour to undertake such bids to the best of our abilities. This service is available entirely at our discretion and at the bidder's risk.

IN WRITING

Bid forms are available at the sale and/or the back of the catalogue. These should be submitted in person, by post, or by fax as soon as possible prior to the sale and we will bid on your behalf up to the limit indicated. In the event of receiving two identical bids the first one received will take precedence. All bids must be received an hour before the sale. This service is provided entirely at the bidder's risk.

ON THE INTERNET

- ABSENTEE BIDDING

Leave a bid online through our website, call us on 0131 557 8844 or email info@lyonandturnbull.com

- BID LIVE ONLINE

Bid live online, for free, with Lyon & Turnbull Live. Just click the button from the auction calendar, sale page or any lot page online to register.

PAYMENT

Our accounts teams will continue to be available to process payments and answer queries. We will be able to accept online payments through our website and bank transfer. On-site payment facilities are available by appointment.

Payment is due within seven (7) days of the sale. Lots purchased will not be released until full payment has been received. Payment may be made by the following methods:

BANK TRANSFER

Account details are included on any invoices we issue or upon request from our accounts department.

ONLINE CREDIT OR DEBIT CARD PAYMENTS

We no longer accept card payments by phone. Please use our online payment service (provided by Opayo).

You will find a link to this service in any email invoice issued or you can visit the payments section of our website.

CASH

No cash payments will be accepted for this auction.

COLLECTION OF PURCHASED LOTS

Please refer to page 6 of this catalogue. v

Right
Lot 23 [detail]

EDUARDO CHILLIDA
UNTITLED, 1999

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